

**EXHIBIT 1**

**Citation sent through U.S. mail  
(6 pages)**

112-031032

VEHICLE NO.		LAST NAME		FIRST		MIDDLE									
900 D West St		TUNNEL TA		75011		TELEPHONE									
DRIVER LICENSE NO.		CDL		STATE		DATE OF BIRTH		SEX		RACE		HEIGHT			
07-54816		-		TX		2-61		M		W					
<input type="checkbox"/> COMM VEH		OWNER/LESSEE		RRD NO.		OTHER LOCATOR INFORMATION				BUSINESS TELEPHONE					
<input type="checkbox"/> COMM VEH		<input type="checkbox"/> INTER ST		<input type="checkbox"/> CWR		<input type="checkbox"/> PASSENGERS		<input type="checkbox"/> HAZ MAT PLAC		<input type="checkbox"/> SS # OR ADDITIONAL INFORMATION					
CDL		INTRA ST								401-17-6035					
VEHICLE LICENSE NO.		STATE		COLOR		YEAR/MODEL		MAKE		TYPE					
-		-		-		-		-		-					
COUNTY		DATE		TIME		WEATHER		TRAFFIC		ACCIDENT					
LAMPASAS		10-21-07		3:04 PM		-		-		-					
LOCATION		410 E 4th St Lampasas, TX 78640				CONSTRUCTION ZONE <input type="checkbox"/> YES <input type="checkbox"/> NO		WORKERS PRESENT <input type="checkbox"/> YES <input type="checkbox"/> NO		ALLEGED SPEED -					
VIOLATION(S)		No Right of Turn								SPEED LIMIT -					
2										RADAR/GAL					
REASON FOR STOP		RECKLESS		YES		VEHICLE YES		TYPE OF CONSENT		NO TO ARREST		CONTRABAND YES		TYPE OF	
CITATION		PRIOR TO STOP		NO		SEARCH NO		SEARCH		NO		FOUND		NO	
OTHER CONDITIONS															
WARNING(S) - NO PENALTY ASSESSED FOR THE FOLLOWING OFFENSE(S)															
YOU ARE HEREBY NOTIFIED TO APPEAR BEFORE															
JUDGE		CANCIO		CH		531		TELEPHONE							
AT		900 D West St Lampasas, TX		ON OR BEFORE		3/1		AT							
ISSUED BY		1/1/08 TJC													

**I hereby promise to appear at the time and place designated in this notice.**

**SIGNATURE:**



**IMPORTANT MESSAGE**

Annually traffic law violations are recorded as a factor in about 85% of the rural traffic accidents in Texas. Approximately 80% of the traffic deaths in Texas occur on rural highways. The enforcement actions taken against you and any subsequent court actions are intended to secure compliance with the traffic laws by you and all other users of the highways. Failure to comply with your written promise to appear in court as made on this citation will constitute a separate offense with which you may be charged and result in warrants being issued for your arrest. Failure to appear in court or failure to satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court may result in the denial of renewal of your driver's license.

You may be able to require that this charge be dismissed by successfully completing a driving safety course or motorcycle operator training course. You will lose that right if, on or before your appearance date, you do not provide the court with notice of your request to take the course.

**"A conviction of an offense under a traffic law of this state or a political subdivision of this state may result in the assessment on your driver's license of a surcharge under the Driver Responsibility Program."**

**"A second or subsequent conviction of an offense under the Texas Motor Vehicle Safety Responsibility Act will result in the suspension of your driver's license and motor vehicle registration unless you file and maintain proof of financial responsibility with the Department of Public Safety for two (2) years from the date of conviction. The Department may waive the requirement to file evidence of financial responsibility if you file satisfactory evidence with the Department showing that at the time this citation was issued, the vehicle was covered by a motor vehicle liability insurance policy or that you were otherwise exempt from the requirements to provide evidence of financial responsibility."**

**IF YOU ARE CONVICTED OF A MISDEMEANOR OFFENSE INVOLVING VIOLENCE WHERE YOU ARE OR WERE A SPOUSE, INTIMATE PARTNER, PARENT OR GUARDIAN OF THE VICTIM OR ARE OR WERE INVOLVED IN ANOTHER, SIMILAR RELATIONSHIP WITH THE VICTIM, IT MAY BE UNLAWFUL FOR YOU TO POSSESS OR PURCHASE A FIREARM, INCLUDING A HANDGUN OR LONG GUN OR AMMUNITION, PURSUANT TO FEDERAL LAW UNDER 18 U.S.C. SECTION 922(G), (9) OR SECTION 48.04(B), TEXAS PENAL CODE. IF YOU HAVE ANY QUESTIONS WHETHER THESE LAWS MAKE IT ILLEGAL FOR YOU TO POSSESS OR PURCHASE A FIREARM, YOU SHOULD CONSULT AN ATTORNEY.**

Texas Department of Public Safety

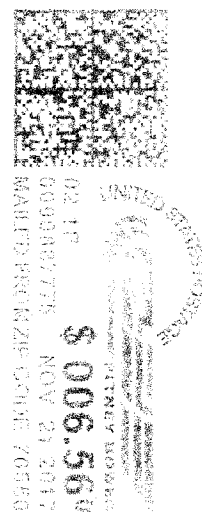
410 E 4th St  
Lampasas, TX 76550

**CERTIFIED MAIL**



7016 1370 0000 1877 1964

Steven Elmer Hinds  
300 North West St.  
Burnet, TX 78611



410 E 4th St  
Lampasas, TX 76550

**CERTIFIED MAIL**

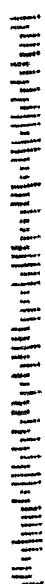


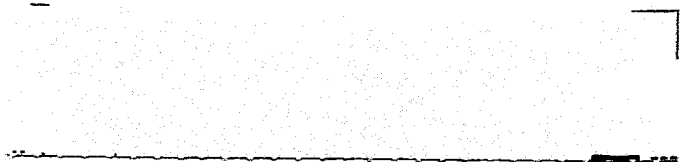
7016 1370 0000 1877 1957

Elmer Hinds  
300 North West St.  
Burnet, TX 78611


*\$ on  
Back*

7861182455 0001





PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS FOLD AT DOTTED LINE



US POSTAGE  
PENEY ROWES  
\$ 006.560  
88775 NOV 21 2017  
ID FROM ZIP CODE 78560

**JUDGE ANDREW GARCIA, JR.**  
 JUSTICE OF THE PEACE #1  
 P.O. BOX 412  
 LAMPASAS, TX 76550  
 Tel 512 564-1845  
 Fax 512 564-1696  
 Bureau Code #2519576

**JUDGE CAMRON D. BRISTER**  
 JUSTICE OF THE PEACE #2 & #3  
 P.O. BOX 96  
 LOMETA, TX 76853  
 Tel 512 752-3497  
 Fax 512 752-8397  
 Bureau Code #8997893

**JUDGE GREG CHAPMAN**  
 JUSTICE OF THE PEACE #4  
 P.O. BOX 66  
 KEMPNER, TX 76539  
 Tel 512 932-2182  
 Fax 512 932-3884  
 Bureau Code #8871463

THIS LETTER IS FURNISHED AS A COURTESY TO YOU BY THE JUSTICE COURTS OF LAMPASAS COUNTY, TEXAS TO ASSIST IN MAKING DISPOSITION OF THE CHARGE(S) AGAINST YOU.

IF YOU WISH TO ENTER A PLEA OF GUILTY OR NOLO CONTENDRE, please indicate in the proper space provided, a plea of NOLO CONTENDRE means that you do not wish to contest the state's charge(s) against you. The plea of NOLO CONTENDRE has the same force and effect as a plea of GUILTY. Either plea indicates that you agree to waive appearance before the Court for trial. You must refer to the schedule shown on the reverse side of this letter to determine the total amount of your fine(s) and costs assessed against you. Make your remittance by **CASHIER'S CHECK** or **MONEY ORDER** payable to: **LAMPASAS COUNTY** or submit your **CREDIT CARD** payment by phone at **866.549.1010** or online at **www.certifiedpayments.net** with the Bureau Code# shown above.

IF MAILING RETURN YOUR COPY OF THE CITATION and this LETTER with your remittance.

IF YOU WISH TO ENTER A PLEA OF NOT GUILTY and desire a trial, you must so indicate in the proper space provided below and mail to the Judge whose name is marked at the top of this letter no later than the appearance date shown on the citation. You shall be notified by return mail of the court date set. You have the right to either a JURY OR NON JURY trial. Please indicate your choice. **JURY or NON JURY.**

A PARENT may have to accompany a MINOR to COURT before a PLEA can be accepted from the MINOR with certain TRAFFIC, ALCOHOL, SCHOOL or TOBACCO offenses. A PARENT will be notified by the COURT.

IF YOU FAIL TO RESPOND TO THIS CITATION BY THE APPEARANCE DATE SHOWN ON THE CITATION an ADDITIONAL charge WILL be assessed against you for VIOLATE PROMISE TO APPEAR and a WARRANT issued for your ARREST. YOUR PROMPT ATTENTION TO THIS MATTER WILL BE GREATLY APPRECIATED. THANK YOU.

### REPLY FORM

\_\_\_\_\_ I hereby enter a plea of **NOT GUILTY** and request a **JURY / NON-JURY TRIAL**.

\_\_\_\_\_ I hereby enter a plea of **GUILTY** and waive appearance for trial.  
**CASHIER'S CHECK** or **MONEY ORDER** in the amount of the fine(s) is enclosed

\_\_\_\_\_ I hereby enter a plea of **NOLO CONTENDRE** and waive appearance for trial.  
**CASHIER'S CHECK** or **MONEY ORDER** in the amount of the fine(s) is enclosed.

### DRIVING SAFETY COURSE

I HEREBY PLEA NOLO CONTENDRE to the moving traffic citation and request to take a **DRIVING SAFETY COURSE** to dismiss the charge, except in **SPEED OF 25 M.P.H. or above**. I understand I will lose the right to request DSC, if I do not provide this written request to the court by **CERTIFIED RETURN RECEIPT** mail dated **ON or BEFORE THE APPEARANCE DATE** on my citation. I am sending **PROOF OF LIABILITY INSURANCE**, in effect at time of citation, copy of my citation, copy of my Class "C" driver's license and a **MONEY ORDER** payable to **LAMPASAS COUNTY** for \$112.10 fee with my request as required. I hereby certify that I am not in the process of taking a course not reflected on my driving record and have not completed a course in the past twelve months. I did have a valid **TEXAS DRIVER'S LICENSE** at the time the citation was issued.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS & ZIPCODE \_\_\_\_\_



# LAMPASAS COUNTY JUSTICE OF THE PEACE - SCHEDULE OF ACCEPTABLE FINES

**SPEEDING \$7.00 per mile + 102.10**

20 MPH and above Posted Speed - \$200.00 + \$102.10

ALL TRAFFIC TICKETS ISSUED IN  
CONSTRUCTION ZONE W/WORKERS  
PRESENT -CONTACT THE JUDGE

IF YOU FAIL TO APPEAR IN COURT  
AS REQUIRED BY LAW, YOU MAY BE  
DENIED THE RENEWAL OF YOUR  
DRIVERS LICENSE AND ASSESSED  
AN ADDITIONAL FEE.

A PHONE CALL IS NOT CONSIDERED  
AN APPEARANCE. YOU MUST  
CONTACT THE COURT EITHER IN  
PERSON OR IN WRITING BY YOUR  
ON OR BEFORE DATE.

\*CHARGES MAY BE DISMISSED UPON  
PRESENTATION OF A VALID DRIVERS  
LICENSE & PROOF OF RENEWAL OF  
REGISTRATION AND IF A PENALTY  
HAS BEEN PAID TO THE TAX  
ASSESSOR COLLECTOR & RENEWED  
WITHIN 20 WORKING DAYS OR  
BEFORE THE APPEARANCE DATE.

DISMISSAL FEE: \$20.00

UNSAFE SPEED - FAIL TO CONTROL SPEED	\$302.00
RUN STOP SIGN - RUN RED LIGHT - FAIL TO YIELD TO RIGHT- OF- WAY	\$302.00
ILLEGAL - UNSAFE OR IMPROPER TURN	\$302.00
FAIL TO DRIVE SINGLE MARKED LANE -DRIVE ON WRONG SIDE OF ROADWAY	\$302.00
PASSING IN NO PASSING ZONE - PASS ON RIGHT	\$302.00
NO DRIVER LICENSE - NO MOTORCYCLE LICENSE*	\$202.00
EXPIRED DRIVER - MOTORCYCLE LICENSE - VIOLATE DRIVER LICENSE RESTRICTIONS	\$202.00
PASSING A SCHOOL BUS - LOADING OR UNLOADING	CONTACT THE JUDGE
FIRST OFFENSE - NO LIABILITY INSURANCE	\$402.00
SUBSEQUENT OFFENSE - NO LIABILITY INSURANCE	\$1,002.00
NO SEAT BELT - DRIVER /PASSENGER OVER AGE 17 YEARS OF AGE	\$142.00
ALLOW CHILD UNDER 17 YEARS OF AGE TO RIDE UNSECURED	\$142.00
ALLOW CHILD AGE 0 - 8 RIDE UNSECURED BY SAFETY BELT	\$127.00
DEFECTIVE EQUIPMENT - HEADLIGHT - TAIL LAMP	\$232.00
USE OF EQUIPMENT NOT APPROVED/WINDOW TINT	\$172.00
EXPIRED - NO REGISTRATION - VEHICLE - TRAILER *	\$132.00
EXPIRED /NO M.V.I. - VEHICLE - TRAILER**	\$132.00

FOR ANY CHARGE NOT LISTED ABOVE - CONTACT THE PROPER COURT.

\*\* CHARGES SHALL BE DISMISSED UPON PRESENTATION OF PROOF OF RE-INSPECTION OF THE  
VEHICLE WITHIN 20 WORKING DAYS OR BEFORE THE APPEARANCE DATE IF IT HAS NOT BEEN  
EXPIRED MORE THAN 60- DAYS. DISMISSAL FEE: \$20.00

## TEXAS DEPARTMENT OF PUBLIC SAFETY : POTENTIAL SURCHARGE NOTICE

" A conviction of an offense under a traffic law of this state or a political subdivision of this State may result in the assessment on  
your driver's license of a surcharge under the DRIVER'S RESPONSIBILITY PROGRAM."

**EXHIBIT 2**

**Pretrial Notice from Andrew Garcia, Jr.  
(1 page)**



No. **10170829**

THE STATE OF TEXAS

{}

IN THE JUSTICE COURT

VS

{}

PRECINCT 1, PLACE 1

STEVEN ELMER HINDS

{}

LAMPASAS COUNTY, TEXAS

---

**PRETRIAL NOTICE**

---

STEVEN ELMER HINDS  
240 CR 250  
BURNET, TX 78611

**RE: ATTEND COCKFIGHT - SPECTATOR**

Dear STEVEN ELMER HINDS,

Please be advised that the above referenced cause has been set for *pretrial* in the Justice Court, Pct. One, Courthouse, 501 East 4<sup>th</sup> Street, Lampasas, Texas at 9:00 a.m. on **March 7, 2018**. Please be advised that this Court requires a **written notice** within three working days of the trial to be able to reset your case for a future date. Please do not contact this court to speak with the Judge or County Attorney once you are scheduled for trial.

If you have any questions please contact the Court at 512-564-1845.

Signed this the 14th day of February, 2018



Judge Andrew Garcia Jr.  
Precinct One, Place One  
Lampasas County, Texas

**EXHIBIT 3**

**Steven Hinds' Response to Citation  
challenging jurisdiction  
(18 pages)**

STEVEN ELMER HINDS, Estate.  
Executor Office.  
Nation Texas.  
240 County Road 250.  
Burnet. Hinds Province.  
United States Minor, Outlying Islands.  
Near. [78611-9998]

Afternoon – of second February two-zero one-eight  
=====

=====

Office of Court Administrator  
Attention: Judge Andrew Garcia, Jr.  
501 East 4<sup>th</sup> St., Ste. 105, P.O. Box 412  
Lampasas, Texas, U.S.A. 76550

To: The Office of Court Administrator.  
From: Executor Office – STEVEN ELMER HINDS, Estate.

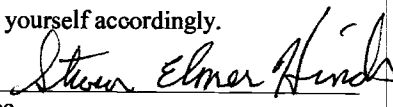
Regarding: Unauthorized administration of STEVEN ELMER HINDS, Estate;  
[Citation No.: 031032]

Enclosed you will find “abandoned” paperwork – EXHIBIT 1 – which appears to erroneously “allege” that 410 E. 4<sup>th</sup> Street, Lampasas, TX 76550, the JP Andrew Garcia, Jr. no bar card number and Matt Barnes who did not sign but printed his name as M Barnes 712 upon the paperwork being returned, such as – Issued by M Barnes 712, who by his unwarranted acts of: sending a defective document/citation through the U.S. mail; defective for: stalking, sending the citation to my mother’s home, disclosing my social security number upon the paperwork, alleging a crime at a wrong address, serving a defective process through the U.S. mail beyond the 10 day limit since the time of the alleged occurrence on June 11, 2016 has expired, no obligation was created given the fact the citation/notice does not bear my signature whereby I agreed to appear, there is no name of the accuser, there is no party making the allegation attesting they are the real party in interest, there is no qualified witness who has the authority to certify to the truth, there is no disclosure of the *nature* of the allegation – civil or criminal, and which “charge” County Attorney John K. Greenwood has failed to state a Claim after being Noticed with a series of four Demand Letters – EXHIBIT 2 – and has thus defaulted – Matt Barnes and Andrew Garcia, Jr.’s paper fraudulently claims authority from this Executor Office to administrate for STEVEN ELMER HINDS, Estate. That false claim is hereby Adjourned.

You will forthwith return and transmit the specific written delegation of authority to “represent” that authorization to administrate [act as trustee] the STEVEN ELMER HINDS Estate has been warranted, together with a certified copy of your oath for the Office of Court Administrator, accompanied by a certified copy of your Bar Bond or Bond, Wayne Boultinghouse, Court Administrator, and a detailed list of all bonds, sureties, indemnification, insurance and Court Registry Investment System (CRIS) CUSIP numbers, SF24, SF25 and SF25A, EXHIBITS 3, 4 and 5, and full accounting relating in any way to your or any related actor’s personal or professional involvement, as referenced above, through the unwarranted presentation of the arrogated paperwork intrusion upon the STEVEN ELMER HINDS Estate.

govern yourself accordingly.

Certified Document:  
7016 0600 0000 7569 4092

By: executor   
Executor Office.  
STEVEN ELMER HINDS, Estate.  
Nation Texas.  
240 County Road 250.  
Burnet. Hinds Province.  
United States Minor, Outlying Islands.  
Near. [78611-9998]

cc: Office of Governor, STATE OF TEXAS Greg Abbott, Governor, 1100 San Jacinto Blvd.,  
Austin Texas 78701  
cc: Office of Attorney General. STATE OF TEXAS Ken Paxton, Attorney General, P.O. Box  
12548, Austin, Texas 78711-2548

 **JOEL B CORTIZ**  
NOTARY PUBLIC  
STATE OF TEXAS  
ID # 120801446  
My Comm. Expires 08/14/2018



**EXHIBIT 1**

**Citation No.: 031032  
(2 pages)**

I hereby promise to appear at the time and place designated in this notice.



**SIGNATURE:**

THIS IS NOT A PLEA OF GUILTY.

VIOLATOR		LAST NAME		FIRST		MIDDLE	
RESIDENCE ADDRESS				CITY		STATE	
ZIP CODE				TELEPHONE			
DRIVER LICENSE NO.				COL	STATE	DATE OF BIRTH	SEX
RACE				HEIGHT			
<input type="checkbox"/> COMM. VEH.	OWNER/LESSEE			REG. NO.	OTHER LOCATOR INFORMATION		BUSINESS TELEPHONE
<input type="checkbox"/> COMM. VEH. COL.	<input type="checkbox"/> INTER ST. INTRA ST.	OWNER	PASSENGERS	HAZ. MAT. PLAC.		SS # OR ADDITIONAL INFORMATION	
VEHICLE LICENSE NO.		STATE	COLOR	YEAR MODEL	MAKE	TYPE	
COUNTY		DATE	TIME	WEATHER	TRAFFIC	ACCIDENT	
LOCATION				CONSTRUCTION ZONE <input type="checkbox"/> YES <input type="checkbox"/> NO		WORKERS PRESENT <input type="checkbox"/> YES <input type="checkbox"/> NO	
VIOLATION(S)				SPEED LIMIT		RADAR CAL.	
REASON - WARNING <input type="checkbox"/> FOR STOP - CITATION <input type="checkbox"/>				RECKLESS <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>	VEHICLE YES <input type="checkbox"/> NO <input type="checkbox"/>	TYPE OF SEARCH <input type="checkbox"/> PC <input type="checkbox"/> INVENTORY <input type="checkbox"/>	TYPE OF CONSENT <input type="checkbox"/> TO ARREST <input type="checkbox"/> FOUND <input type="checkbox"/> NO <input type="checkbox"/>
OTHER CONDITIONS				CONTRABAND YES <input type="checkbox"/> NO <input type="checkbox"/>		TYPE OF CONTRABAND - DRUGS <input type="checkbox"/> WEAPONS <input type="checkbox"/> CURRENCY <input type="checkbox"/> OTHER <input type="checkbox"/>	
WARNING(S) NO. PENALTY ASSESSED FOR THE FOLLOWING OFFENSE(S)							
1							
2							
YOU ARE HEREBY NOTIFIED TO APPEAR BEFORE							
JUDGE				CT		TELEPHONE	
AT				ON OR BEFORE		AT	
ISSUED BY				TO NO.		BT	

**JUDGE ANDREW GARCIA JR.**  
 JUSTICE OF THE PEACE #1  
 P.O. BOX 412  
 LAMPASAS, TX 76550  
 Tel 512 564-1845  
 Fax 512 564-1696  
 Bureau Code #2519576

**JUDGE CAMRON D. BRISTER**  
 JUSTICE OF THE PEACE #2 & #3  
 P.O. BOX 96  
 LOMETA, TX 76853  
 Tel 512 752-3497  
 Fax 512 752-8397  
 Bureau Code #8997893

**JUDGE GREG CHAPMAN**  
 JUSTICE OF THE PEACE #4  
 P.O. BOX 66  
 KEMPNER, TX 76539  
 Tel 512 932-2182  
 Fax 512 932-3884  
 Bureau Code #8871463

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SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS & ZIPCODE \_\_\_\_\_

**EXHIBIT 2**

**Fifth Notary Affidavit of Non-Response to  
County Attorney John K. Greenwood  
(1 page)**



CERTIFIED NO.: 7016 0600 0000 7574 7293

**NOTARY AFFIDAVIT OF NON-RESPONSE**

Pat O'Donnell - Notary Public  
 203 S. Water St.  
 Burnet, Texas [78611]

On this 12<sup>th</sup> day of December, A.D. 2016 for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County of Burnet, State of Texas noted above, do certify that for Claimant, Steven Elmer Hinds, Secured Party Creditor, Executive Trustee for the Trust known as STEVEN ELMER HINDS, I have received no responses from the Affidavit of Truth and Demand for Bill of Particulars sent by Certified Mail #7015 0640 0005 1054 6688; the Second Affidavit: Affidavit of Fault and Demand For Payment sent by certified Mail #7016 0600 0000 7574 7781; an Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure sent by Certified Mail #7016 0600 0000 7574 7699; and Affidavit of Non-Response sent by Certified Mail #7016 0600 0000 7574 7712 to the following recipient:

John Greenwood  
 P.O. Box 1300  
 Lampasas, Texas 76550-1300

On July 5, 2016 I witnessed the mailing of Affidavit of Truth and Demand for Bill of Particulars, Certified no.: 7015 0640 0005 1054 6688, which was delivered on July 12, 2016 at 10:10 a.m. at the above stated address. John Greenwood, you did not respond as of the date of this mailing.

On July 27, 2016 I witnessed the mailing of Second Affidavit: Affidavit of Fault and Demand For Payment, Certified Mail Tracking No. 7016 0600 0000 7574 7781, delivered on July 28, 2016 at 10: 00 a.m. at the above stated address. John Greenwood, you did not respond as of the date of this mailing.

On September 17, 2016 I witnessed the mailing of Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure, Certified Mail Tracking No. 7016 0600 0000 7574 7699, delivered September 30 at 9:36 a.m. at the above stated address. John Greenwood, you did not respond as of the date of this mailing.

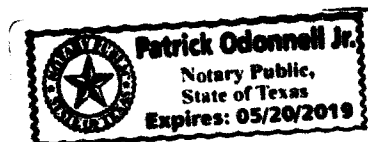
On November 4, 2016 I witnessed the mailing of Affidavit of Non-Response, Certified Mail Tracking No. 7016 0600 0000 7574 7712, delivered on November 7, 2016 at 2:31 p.m. at the above stated address. John Greenwood, you did not respond as of the date of this mailing.

  
 Signature, Notary Public for said State of Texas

12-12-16  
 Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-19



**EXHIBIT 3**

**Standard Form 24 Bid Bond  
(2 pages)**

**BID BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

OMB Control Number: 9000-0045  
Expiration Date: 7/31/2019

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 25 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE

☐ CORPORATION ☐ OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR (Construction, Supplies or Services)	

**OBLIGATION:**

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has submitted the bid identified above.

**THEREFORE:**

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

**WITNESS:**

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

**INDIVIDUAL SURETY(IES)**

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

**INSTRUCTIONS**

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."



**EXHIBIT 4**

**Standard Form 25 Performance Bond  
(2 pages)**

**PERFORMANCE BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045  
Expiration Date: 7/31/2019

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL    ☐ PARTNERSHIP    ☐ JOINT VENTURE  
☐ CORPORATION    ☐ OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

**PENAL SUM OF BOND**

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
------------	-------------	------------	-------

CONTRACT DATE

CONTRACT NUMBER

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has entered into the contract identified above.

**THEREFORE:**

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS:**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1.	2.	3.	(Seal)	Corporate Seal
	(Seal)	(Seal)	(Seal)		
NAME(S) & TITLE(S) (Typed)	1.	2.	3.		

**INDIVIDUAL SURETY(IES)**


SIGNATURE(S)	1.	2.	(Seal)
	(Seal)	(Seal)	
NAME(S) (Typed)	1.	2.	

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	2.		
	NAME(S) & TITLE(S) (Typed)	2.		

## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM		RATE PER THOUSAND (\$)	TOTAL (\$)

## INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.  
  
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

**EXHIBIT 5**

**Standard Form 25A Payment Bond  
(2 pages)**



<b>PAYMENT BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	<b>OMB Control Number: 9000-0045</b> <b>Expiration Date: 7/31/2019</b>												
Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.														
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER <i>(Specify)</i>													
	STATE OF INCORPORATION													
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> <td></td> </tr> </table>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
PENAL SUM OF BOND														
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CONTRACT DATE</td> <td style="width: 50%;">CONTRACT NUMBER</td> </tr> <tr> <td style="height: 30px;"></td> <td></td> </tr> </table>		CONTRACT DATE	CONTRACT NUMBER										
CONTRACT DATE	CONTRACT NUMBER													

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2.		(Seal)
	(Seal)			
NAME(S) <i>(Typed)</i>	1.	2.		
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INCORPORATION		LIABILITY LIMIT \$
	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	

CORPORATE SURETY(IES) (Continued)					
SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

STEVEN ELMER HINDS, Estate.  
Office of Executor.  
Nation Texas.  
240 County Road 250.  
Burnet. Hinds Province.  
United States Minor, Outlying Islands.  
Near. [78611-9998]

Afternoon – of second February two-zero one-eight  
=====

Office of Court Administrator  
Attention: Judge Andrew Garcia, Jr.  
501 East 4<sup>th</sup> St., Ste. 105, P.O. Box 412  
Lampasas, Texas, U.S.A. 76550

To: The Office of Court Administrator.  
From: Executor Office – STEVEN ELMER HINDS, Estate; Executor for ELMER HINDS, Estate.

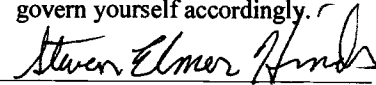
Regarding: Unauthorized administration of ELMER HINDS, Estate; [Citation No.: 031033]

Enclosed you will find “abandoned” paperwork – EXHIBIT 1 – which appears to erroneously “allege” that 410 E. 4<sup>th</sup> Street, Lampasas, TX 76550, the JP Andrew Garcia, Jr. no bar card number and Matt Barnes who did not sign but printed his name as M Barnes 712 upon the paperwork being returned, such as – Issued by M Barnes 712, who by his unwarranted acts of: sending a defective document/citation through the U.S. mail; defective for: stalking, sending the citation to Elmer Hinds’ home, disclosing my social security number upon the paperwork, alleging a crime at a wrong address, serving a defective process through the U.S. mail beyond the 10 day limit since the time of the alleged occurrence on June 11, 2016 has expired, no obligation was created given the fact the citation/notice does not bear my signature whereby Elmer Hinds agreed to appear, there is no name of the accuser, there is no party making the allegation attesting they are the real party in interest, there is no qualified witness who has the authority to certify to the truth, there is no disclosure of the *nature* of the allegation – civil or criminal, and which “charge” County Attorney John K. Greenwood has failed to state a Claim after being Noticed with a series of Demand Letters – EXHIBIT 2 – and has thus defaulted – Matt Barnes and Andrew Garcia, Jr.’s paper fraudulently claims authority from this Executor Office to administrate for ELMER HINDS, Estate. That false claim is hereby Adjourned.

You will forthwith return and transmit the specific written delegation of authority to “represent” that authorization to administrate [act as trustee] the ELMER HINDS Estate has been warranted, together with a certified copy of your oath for the Office of Court Administrator, accompanied by a certified copy of your Bar Bond or Bond, Wayne Boultinghouse, Court Administrator, and a detailed list of all bonds, sureties, indemnification, insurance and Court Registry Investment System (CRIS) CUSIP numbers, SF24, SF25 and SF25A, EXHIBITS 3, 4 and 5, and full accounting relating in any way to your or any related actor’s personal or professional involvement, as referenced above, through the unwarranted presentation of the arrogated paperwork intrusion upon the ELMER HINDS, Estate administered by STEVEN ELMER HINDS; Executor.

Certified Document:  
7016 0600 0000 7569 4108


govern yourself accordingly.

By: executor   
Executor Office.  
STEVEN ELMER HINDS, Estate.  
Nation Texas.  
240 County Road 250.  
Burnet. Hinds Province.  
United States Minor, Outlying Islands.  
Near. [78611-9998]

cc: Office of Governor, STATE OF TEXAS Greg Abbott, Governor, 1100 San Jacinto Blvd.,  
Austin Texas 78701  
cc: Office of Attorney General. STATE OF TEXAS Ken Paxton, Attorney General, P.O. Box  
12548, Austin, Texas 78711-2548

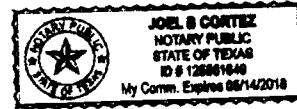
STATE OF TEXAS           )  
                                      )  
COUNTY OF BURNET       )     JURAT

Subscribed and sworn to before me, a Notary Public, this 2 day of February 2018,  
upon satisfactory evidence to the identity of the affiant subscribed and sworn above.



NOTARY PUBLIC  
My Commission expires:

(Seal)



**EXHIBIT 4**

**Notice from Texas Health and Safety non-  
renewal of license  
(3 pages)**





# TEXAS DEPARTMENT OF PUBLIC SAFETY

[www.texasfailuretoappear.com](http://www.texasfailuretoappear.com)

1 (800) 686-0570



15/6488 STEVEN HINDS  
300 N WEST ST  
BURNET TX 78611-2455

Date: 3/11/2018  
Date of Birth: 1961-05-02  
Driver License: 07354816

## NOTICE OF DENIAL OF RENEWAL OF TEXAS DRIVER LICENSE

The Department has been notified by the court(s) listed below that you have failed to appear for a citation, or failed to pay or satisfy judgment ordering payment of a fine/cost in the manner ordered by the court(s) for any offense under the jurisdiction of the court(s).

Transportation Code, Chapter 706 requires your driver license be denied renewal until the court(s) identified below has cleared the following offense(s) from your record:

City Or County	Offense Date	Docket Number	Offense Description	Fines, Cost and Fees
LAMPASAS COUNTY	2018-03-07	031032F	FAILURE TO APPEAR AND BAIL JUMPING	349
PCT 1	2017-10-31	031032	NON-TRAFFIC VIOLATION	649

Total: 998.00

### ORIGINATING COURT

LAMPASAS COUNTY PCT 1  
PO BOX 412  
LAMPASAS, TX 76550  
**512-556-8271**

In the event renewal of your driver license is denied, you would then be prohibited from operating a motor vehicle on a public street or highway in this state. The Department of Public Safety will not clear your driver record or renew your driver license without authorization from the court(s) identified at the left.

You should contact the court(s) listed to confirm the amount of the fines, cost, and fees and verify that a court appearance is not required. If you want to contest the above report, or request a trial on the charge(s) filed against you, you must contact the court(s) listed above.

It takes 3 - 5 business days from the date the clearance is reported by the originating court(s) to update to your driving record. All reported offenses by the court(s) listed above must be cleared for the driver record to reflect compliance with the failure to appear or failure to pay denial.

To obtain court information, the current status of all reported offenses, or a list of frequently asked questions, please visit [www.texasfailuretoappear.com](http://www.texasfailuretoappear.com). You may also obtain court information and the current status by telephoning (800) 686-0570.

## NOTICIA DE NEGACIÓN DE RENOVACIÓN DE LICENCIA DE CONducir DEL ESTADO DE TEXAS

El Departamento de Seguridad Publica ha sido notificada por la Corte enumerada al reverso de esta pagina, que fallo presentarse a su debida cita, fallo pagar, o satisfacer la sentencia por pago de multa/cobro ordenada por la corte por cualquier delito bajo la juridiccion de la corte.

El Capitulo 706 delCodigo de Transportacion, requiere que toda renovacion de licencia de conducir sea negada hasta que la corte identificada al reverso de esta pagina, ha sido notificada de pago de multa, o la sentencia ha sido eliminada de su registro:

En el caso que la renovación de su licencia de conducir sea negada, sera prohibido/a de operar un vehiculo motorizado en una calle or carretera plublica en el Estado de Texas. Su registro de conducir, y cualquier renovacion de tarjeta de conducir sera negada por el Departamento de Seguridad Publica, sin autorizacion de la corte(s).

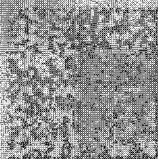
Se le pide comunicarse con la corte enumerada anteriormente en este documento para confirmar la cantidad de la multa, los costos y cobros, y verificar que no necesita aperecer en la corte. Si quiere disputar el reporte, o pedir un juicio por las cargas presentadas ante usted, debe contactar la corte(s) enumerada en este document anteriormente.

Despues de pago de multa o cargos aclarado, permita 3 a 5 dias de trabajo para la actualizacion de su registro de conducir por la corte(s) de origen. Todos los cargos citados anteriormente en este documento, deberan ser aclarados para que su registro de conducir refleje cumplimiento de todos los cargos.

Para obtener informacion sobre la corte, el estado de sus cargos, o una lista de preguntas frecuentemente contestadas, favor de visitar: [www.texasfailuretoappear.com](http://www.texasfailuretoappear.com). Tambien puede obtener informacion sobre la corte y el estado do sus cargos llamando al (800) 686-0570.

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**PERSONAL & CONFIDENTIAL**

**EXHIBIT 5**

**Steven Hinds' Claim to County  
(101 pages)**



CERTIFIED MAIL NO.: 7016 0600 0000 7569 4085

**STEVEN ELMER HINDS Estate**  
**STEVEN ELMER HINDS Office of Executor**  
**Steven Elmer Hinds, Executor**  
**240 County Road 250**  
**Burnet, Texas 78611**

TO: Office of County Claims  
Suzie LaFuenta  
409 S. Pecan Street  
Lampasas, Texas 76550

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL  
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Dear Ms. LaFuenta,

Enclosed is my Claim against the County of Lampasas, beginning with the background of incidents in support of my Claim perpetrated by state employees, employees of agencies directly or indirectly receiving federal funds (Title 18 U.S.C. § 666), and the Claim itself.

### Background of Incidents Giving Rise to This Claim

1. On Saturday June 11, 2016, I was enjoying my so-called God-given constitutionally protected rights and freedoms otherwise known as privacy, life, liberty, and the pursuit of happiness with 1<sup>st</sup> Amendment fellowship and right to assemblage with like-minded people on *private* property off County Road 3010, Lampasas County, Texas.
2. About 12:00 p.m., the property was invaded by over a dozen heavily armed men dressed like police, Rangers, Parks and Wildlife, while a helicopter under the direction of then-Sheriff David Whitis swooped and circled dangerously low overhead. One of the uniformed men pointed a rifle at my 84 year old father, and said "GET ON THE GROUND!!" None of the armed, uniformed men identified themselves as police, never produced a warrant in my presence, and I never heard anybody say "stop" or "this is the police" or "we have a warrant."
3. I also got down on the ground, frozen by fear, and lay there for almost two hours, after which I was ordered to "GET UP" and questioned without a warrant being handed me, without being told I was under arrest, and without being Mirandized. I was surrounded by around 5-6 of these armed individuals, one of which took my wallet from me, took my license, and took all my money from out of my wallet – \$1,344.00. The individual who did this was named "Avila," and I told him take a thumb drive along with my money. He refused, and demanded to know why, so I told him because it had constitutional law and Supreme Court cases on it. He gave me back a receipt No. 025221, see EXHIBIT 1 copy of receipt.
4. I was detained, terrorized, questioned without an attorney, without being handed a warrant and Mirandized, was searched without a warrant, and my innocent property was seized. I was deprived of my unalienable rights under color of law by armed men dressed like police, Rangers, and Parks and Wildlife, who used threat, fear and intimidation to deprive me of my God-given rights secured by the U.S. Constitution under color; who conspired with each other to

CERTIFIED MAIL NO.: 7016 0600 0000 7569 4085

deprive me of rights under color of law, and intentionally inflicted great emotional distress upon me by pointing loaded automatic weapons at my father and me, and robbing me of my cash.

5. The Constitution grants courts only two different criminal jurisdictions: One is a criminal jurisdiction under a Common Law, and the other is a criminal action that constitutes a condition of contract under the criminal aspects of a colorable Admiralty jurisdiction. I have rights secured by the 6<sup>th</sup> Amendment to know the true *nature* of the action and accusations against me. In order to determine the true nature, cause and claims of this incident, and determine who was acting under what color of law, and/or who was an imposter, I sent a series of requests and demand letters to John K. Greenwood (District Attorney) and Sheriff Jess Ramos to settle the matter *privately* like gentlemen. These were in the form of a series of Affidavits that I signed under penalty of perjury via a Notary Public for third-party witness, verification and tracking. I asked each a series of questions in the nature of public information requests, open records requests and FOIA requests, which – if honestly answered/disclosed to me by John K. Greenwood and Jess Ramos – would either prove or disprove any claims against me. I included the following caveat in each Affidavit/Demand Letter/Notice sent to Greenwood and Ramos:

“4. Failure to respond and send said response via the notary will be deemed a dishonor of this Affidavit incurring an additional charge of \$10,000.00. The Affidavit is evidence that may be used according to the Federal Rules of Evidence to prosecute or enforce any default by you in this matter.

5. Jess Ramos, you are required to have an oath of office on file for public scrutiny, and Bonds to guarantee your faithful performance of your duties, pursuant to your oath as the law requires, as well as malpractice insurance. I respectfully demand that you send me a certified copy of your timely filed oath of office and copies of all bonds you are required to obtain according to law including documented proof of your malpractice insurance.

6. Steven Hinds declares that as his un-enfranchised status as a preamble American Citizen of the guaranteed "Republican form" of government known as The United States of America and inhabitant of Texas, that without a corpus delicti, no court, judicial or legislative tribunal has a criminal jurisdiction over his person or property. Since no warrant was given me, I am free to presume that there was no Verified Complaint ever timely prepared and filed with a Magistrate under Oath as required by law, and then presented in a form acceptable to the Clerk of the Court as required by *Wong Sun v. United States*, 371 U.S. 471, 481-482 (1963). The threshold question of proper In Personam, In Rem or Subject Matter jurisdiction was never duly and timely achieved with the subject Lampasas warrantless raid. Therefore, a Warrant for Arrest or notice to arrest Steven Hinds after-the-fact would be produced without proper judicial authority or immunity. The holding case law cited above clearly says NO JURISDICTION to the court and NO JEOPARDY to the accused. This means that someone or a group of coconspirators have overtly created a false public record accusing Steven Hinds under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void.”

6. John Greenwood never responded as stipulated, and neither did Jess Ramos.

Correspondence sent to District Attorney John K. Greenwood  
P.O. Box 1300, Lampasas, Texas 76550-1300



CERTIFIED MAIL NO.: 7016 0600 0000 7569 4085

7. On July 5, 2016 I mailed an Affidavit of Truth and Demand for Bill of Particulars Certified no.: 7015 0640 0005 1054 6688 which was delivered to John Greenwood on July 12, 2016 at 10:10 a.m. at the above stated address, see EXHIBIT 2 copy of my Affidavit and Proof of Claim. I demanded that he provide proof of his claim by answering my many questions, which would – if honestly answered – establish his legitimacy, standing, and lawfulness of his actions. Every question was relevant to the subject matter of the action, and would lead to other admissible evidence relating to sworn law enforcement officers acting outside the gambit of their delegated authority and orchestrating robbery schemes under false pretenses at the direction of private citizen and Humane Society employee Eric Sakach doing business from 5301 Madison Ave., Ste. 2020, Sacramento, California 95841, and participating in racketeering and extortion schemes under color. I also submitted a Claim for compensation for the loss of my property including my rights, which was *assumed* and *presumed* to be owned, regulated and controlled by Greenwood and his agents:

**“TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Steven Hinds by certified mail, with a cashier’s check within thirty (30) days of the date of billing by Affiant, in the following amounts:

- I) Five Thousand Dollars (\$5,000.00) for injuries by your or your agents’ actions per person per occurrence,
- II) Ten Thousand Dollars (\$10,000.00) for failure to provide copies of all bonds and malpractice insurance carrier per person per occurrence,
- III) Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV) The value of said property taken (\$1,344.00) plus treble damages,
- V) Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI) You tacitly agree that you will compensate Steven Hinds for all costs; fees and expenses incurred in defending this action against you.”

And further on in the document: “7. If Steven Hinds is retaliated against, falsely charged, harassed or arrested for exercising his unalienable rights secured by the Constitution for the United States of America, he will file criminal charges and a federal temporary restraining order and injunction.”

8. Greenwood never responded with an Affidavit of his own as stipulated, signed under penalty of perjury, and failed to dispute, admit, rebut or deny the facts and information outlined.

9. On July 27, 2016 I mailed a Second Affidavit: Affidavit of Fault and Demand for Payment. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7781 and delivered on July 28, 2016 at 10: 00 a.m. at John Greenwood’s stated address, see EXHIBIT 3 copy of my Second Affidavit: Affidavit of Fault and Demand for Payment. I reminded him that he failed to provide proof of his claim or prove the legitimacy of his actions by answering the questions in my first Affidavit, thus, he agreed that there was no legitimacy to any of his actions or of those he directed. His failure to respond, dispute, admit, rebut or deny the facts and information outlined in my Affidavit of Proof of Claim constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavit was true, correct, legal, lawful and binding upon him, to the terms of the Affidavit and Contract, in any court, anywhere

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in America, without his protest or objection or that of those who represent him, and he accepted full commercial liability.

10. This also included quotes from the First Notice: "7. If Steven Hinds is retaliated against, falsely charged, harassed or arrested for exercising his unalienable rights secured by the Constitution for the United States of America, he will file criminal charges and a federal temporary restraining order and injunction." I included jurisdictional challenges, and submitted a Claim for compensation for the loss of my property including my rights:

**"TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Steven Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

- I. Five Thousand Dollars (\$5,000.00) for injuries by your or your agents' actions per person per occurrence,
- II. Ten Thousand Dollars (\$10,000.00) for failure to provide copies of all bonds and malpractice insurance carrier per person per occurrence,
- III. Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV. The value of said property taken (\$1,344.00) plus treble damages,
- V. Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI. You tacitly agree that you will compensate Steven Hinds for all costs; fees and expenses incurred in defending this action against you."

11. Greenwood never responded with an affidavit of his own as stipulated, signed under penalty of perjury, and failed to dispute, admit, rebut or deny the facts and information outlined.

12. On September 17, 2016 I mailed a third Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7699 delivered September 30 at 9:36 a.m. at John Greenwood's stated address, see EXHIBIT 4 copy of third notice Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure. I began with the instruction that this was my attempt to settle this before going to court; that all that is being done is the establishment of claims and obligations. The purpose of the Commercial Affidavit Process is to make claims and determine if the accused (John Greenwood) agrees or not. If the Accused does not contest the claims, there is no dispute to be adjudicated thus the appropriate damages are consensually agreed-upon. Thus it is pre-judicial. I also reminded him on page 2:

- "3. Mr. Greenwood, my [prior] Affidavits only asked you to prove the claim as to how I could have guns pointed at me, how I could be detained, questioned and robbed of my cash and rights – all without a warrant, without jurisdiction, without probable cause, without a Miranda warning, and without due process of law.
4. Mr. Greenwood, the only way to respond to an affidavit is with a counter affidavit rebutting point for point that in which you disagree signed under penalty of perjury and notarized. Anything less is a non-response and is null and void.
5. Mr. Greenwood, your failure to dispute or respond constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavits were true, correct, legal, lawful and binding upon you, all the unknown officers, Jess

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Ramos, John Greenwood, and Eric Sakach, registered Humane USA Political Action Committee agent, 5301 Madison Ave., Ste. 2020, Sacramento, California 95841, to the terms of the Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and you accepted full commercial liability.”

13. I included other caveats regarding his agreement by silence, and submitted a Claim for compensation for the loss of my property including my rights on page 5:

**“TAKE NOTICE:** Your failure to prove your claim and respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Steven Hinds by certified mail, with a cashier’s check within thirty (30) days of the date of billing by Affiant, in the following amounts:

<u>ITEM</u>	<u>QUANTITY</u>	<u>COST</u>
Agents’ actions (3 agents @ \$5,000.00 per agent).....		\$ 15,000.00
Failure to provide bonds/malpractice insurance carrier.....		\$ 10,000.00
Documents filed/mailed (3 documents @ \$5,000.00 ea.).....		\$ 15,000.00
Value of property taken \$1,344.00 cash X 3 (treble damages).....		\$ 4,032.00
Deprivation of my liberty.....		\$250,000.00
Penalty for failing to settle @ \$100.00 per day from August 28, 2016 to September 15, 2016 (18 days).....		\$ 1,800.00
Irreparable harm (amount to increase for each future injury or until paid in full).....		
<b>TOTAL:</b>		<b>\$295,832.00”</b>

14. Greenwood never responded with an affidavit of his own as stipulated, signed under penalty of perjury, and failed to dispute, admit, rebut or deny the facts and information outlined, thus his silence is his acquiescence, admission, and agreement with the terms of my Affidavit.

15. On November 4, 2016, I sent John Greenwood an Affidavit of Non-Response, Certified Mail Tracking No. 7016 0600 0000 7574 7712, which was delivered on November 7, 2016 at 2:31 p.m. at John Greenwood’s stated address, see EXHIBIT 5 copy of Affidavit of Non-Response. In this, I simply swore under penalty of perjury that I had received no response to any of my prior Notices, Affidavits, Opportunities to Cure, Fault, etc.

16. On December 17, 2016, my Notary mailed a Notary Affidavit of Non-Response, which was mailed Certified Mail Tracking No. 7016 0600 0000 7574 7293, which was delivered on December 22, 2016 at 3:09 p.m. at John Greenwood’s stated address, see EXHIBIT 6 copy of Notary Affidavit of Non-Response. This was an affidavit done by my Notary, simply saying that he either mailed or witnessed the mailing of all my prior Affidavits, and that he had received no response from John Greenwood.

**Correspondence sent to Jess Ramos (Sheriff),**  
**P.O. Box 465, Lampasas, Texas 76550**

17. On July 5, 2016 I mailed an Affidavit of Truth and Demand for Bill of Particulars Certified no.: 7015 0640 0005 1054 6695, which was delivered on July 12, 2016 at 10:10 a.m. at the above stated address, see EXHIBIT 7 copy of my Affidavit and Proof of Claim. I demanded that he provide proof of his claim by answering my many questions, which would – if honestly

CERTIFIED MAIL NO.: 7016 0600 0000 7569 4085

answered – establish his legitimacy, standing, and lawfulness of his actions. Every question was relevant to the subject matter of the action, and would lead to other admissible evidence relating to sworn law enforcement officers acting outside the gambit of their delegated authority and orchestrating robbery schemes under false pretenses at the direction of private citizen and Humane Society employee Eric Sakach from Sacramento, California, and participating in racketeering and extortion schemes under color. I also submitted a Claim for compensation for the loss of my property including my rights, which was *assumed* and *presumed* to be owned, regulated and controlled by Jess Ramos and his agents:

**“TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Steven Hinds by certified mail, with a cashier’s check within thirty (30) days of the date of billing by Affiant, in the following amounts:

- I. Five Thousand Dollars (\$5,000.00) for injuries by you or your agents’ actions per person per occurrence,
- II. Ten Thousand Dollars (\$10,000.00) for failure to provide copies of all bonds and malpractice insurance carrier per person per occurrence,
- III. Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV. The value of said property taken (\$1,344.00) plus treble damages,
- V. Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI. You tacitly agree that you will compensate Steven Hinds for all costs; fees and expenses incurred in defending this action against you.”

18. And further on in the document: “7. If Steven Hinds is retaliated against, falsely charged, harassed or arrested for exercising his unalienable rights secured by the Constitution for the United States of America, he will file criminal charges and a federal temporary restraining order and injunction.” Ramos never responded with an affidavit of his own as stipulated, signed under penalty of perjury, and failed to dispute, admit, rebut or deny the facts and information outlined.

19. On July 27, 2016 I mailed a Second Affidavit: Affidavit of Fault and Demand for Payment. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7798 and delivered on July 28, 2016 at 10: 00 a.m. at Jess Ramos’ stated address, see EXHIBIT 8 copy of my Second Affidavit: Affidavit of Fault and Demand for Payment. I reminded him that he failed to provide proof of his claim or prove the legitimacy of his actions by answering the questions in my first Affidavit, thus, he agreed that there was no legitimacy to any of his actions or of those he directed. His failure to respond, dispute, admit, rebut or deny the facts and information outlined in my Affidavit of Proof of Claim constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavit was true, correct, legal, lawful and binding upon him, to the terms of the Affidavit and Contract, in any court, anywhere in America, without his protest or objection or that of those who represent him, and he accepted full commercial liability.

20. I included jurisdictional challenges, and submitted a Claim for compensation for the loss of my property including my rights:

**“TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to

CERTIFIED MAIL NO.: 7016 0600 0000 7569 4085

compensate Steven Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

- I. Five Thousand Dollars (\$5,000.00) for injuries by you or your agents' actions per person per occurrence,
- II. Ten Thousand Dollars (\$10,000.00) for failure to provide copies of all bonds and malpractice insurance carrier per person per occurrence,
- III. Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV. The value of said property taken (\$1,344.00) plus treble damages,
- V. Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI. You tacitly agree that you will compensate Steven Hinds for all costs; fees and expenses incurred in defending this action against you."

21. Ramos never responded with an affidavit of his own as stipulated, signed under penalty of perjury, and failed to dispute, admit, rebut or deny the facts and information outlined.

22. On September 17, 2016 I mailed a third Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7705 delivered September 20 at 10:10 a.m. at Jess Ramos' stated address, see EXHIBIT 9 copy of third notice Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure. I began with the instruction that this was my attempt to settle this before going to court; that all that is being done is the establishment of claims and obligations. The purpose of the Commercial Affidavit Process is to make claims and determine if the accused (Jess Ramos) agrees or not. If the Accused does not contest the claims, there is no dispute to be adjudicated thus the appropriate damages are consensually agreed-upon. Thus it is pre-judicial. I also reminded him on page 2:

- "3. Mr. Ramos, my [prior] Affidavits only asked you to prove the claim as to how I could have guns pointed at me, how I could be detained, questioned and robbed of my cash and rights – all without a warrant, without jurisdiction, without probable cause, without a Miranda warning, and without due process of law.
4. Mr. Ramos, the only way to respond to an affidavit is with a counter affidavit rebutting point for point that in which you disagree signed under penalty of perjury and notarized. Anything less is a non-response and is null and void.
5. Mr. Ramos, your failure to dispute or respond constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavits were true, correct, legal, lawful and binding upon you, all the unknown officers, Jess Ramos, and Eric Sakach, registered Humane USA Political Action Committee agent, 5301 Madison Ave., Ste. 2020, Sacramento, California 95841, to the terms of the Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and you accepted full commercial liability."

23. I included other caveats regarding his agreement by silence, and submitted a Claim for compensation for the loss of my property including my rights on page 5:

**"TAKE NOTICE:** Your failure to prove your claim and respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary



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agreement to compensate Steven Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

ITEM	QUANTITY	COST
Agents' actions (3 agents @ \$5,000.00 per agent)		\$ 15,000.00
Failure to provide bonds/malpractice insurance carrier		\$ 10,000.00
Documents filed/mailed (3 documents @ \$5,000.00 ea.)		\$ 15,000.00
Value of property taken \$1,344.00 cash X 3 (treble damages)		\$ 4,032.00
Deprivation of my liberty		\$250,000.00
Penalty for failing to settle @ \$100.00 per day from August 28, 2016 to September 15, 2016 (18 days)		\$ 1,800.00
Irreparable harm (amount to increase for each future injury or until paid in full)		
<b>TOTAL:</b>		<b>\$295,832.00"</b>

24. Ramos never responded with an affidavit of his own as stipulated, signed under penalty of perjury, and failed to dispute, admit, rebut or deny the facts and information outlined, thus his silence is his acquiescence, admission, and agreement with the terms of my Affidavit.

25. On November 4, 2016, my Notary sent Jess Ramos an Affidavit of Non-Response, Certified Mail Tracking No. 7016 0600 0000 7574 7668, which was delivered on November 7, 2016 at 10:09 a.m. at Jess Ramos' stated address, see EXHIBIT 10 copy of Affidavit of Non-Response. This was an affidavit done by my Notary, saying that he either mailed or witnessed the mailing of all my prior Affidavits, and that he had received no response from Jess Ramos.

26. On December 17, 2016, my Notary mailed a Notary Affidavit of Non-Response, which was mailed Certified Mail Tracking No. 7016 0600 0000 7574 7323, which was delivered to Jess Ramos on December 22, 2016 at 2:54 p.m. at Jess Ramos' stated address, see EXHIBIT 11 copy of Notary Affidavit of Non-Response. This was an affidavit done by my Notary, simply saying that he either mailed or witnessed the mailing of all my prior Affidavits, and that he had received no response from Jess Ramos.

27. On or around late November 2017, I received, through the U.S. Mail, the attached copy of a citation, written a year and a half after-the-fact, not signed, with no signature by me agreeing to appear, see EXHIBIT 12 copy of citation, with private information illegally disclosed. This threat to "charge" me was sent well after both Greenwood and Ramos were estopped based on laches and acquiescence by their silence, which barred pursuit of this matter.

## Claim

1. WHEREAS I have not harmed anybody; have not caused harm to a single living soul. John Greenwood, working in the agency of Lampasas County Prosecutor, has failed to prove his claim, rebut, deny, explain or counter with an Affidavit of his own, signed under penalty of perjury, and by his silence he has agreed with all the terms in my Affidavits and Demand Letters, mailed certified between July 5, 2016 and December 17, 2016. By his silence, John K. Greenwood has also agreed that he and his agents deprived me of unalienable rights under color without authority including but not limited to: life, liberty and pursuit of happiness, privacy, due process, full disclosure, bills of attainder prohibited and intangible right to honest services (Texas Bill of Rights, U.S. Constitution 1<sup>st</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 8<sup>th</sup> Amendments). My administrative remedies are complete after I gave John



CERTIFIED MAIL NO.: 7016 0600 0000 7569 4085

Greenwood at least four opportunities to cure and/or prove his claim, and if he had done so, I included the caveat that all would be forgiven. He has not done so, has created his own Default, and this Claim is now ripe for settlement.

2. WHEREAS I have not harmed anybody; have not caused harm to a single living soul. Jess Ramos, working in the agency of Lampasas Sheriff Department, has failed to prove his claim, has also failed to rebut, deny, explain or counter with an Affidavit of his own, signed under penalty of perjury, and by his silence he has agreed with all the terms in my Affidavits and Demand Letters, mailed certified between July 5, 2016 and December 17, 2016. By his silence, Jess Ramos has also agreed that he and his agents deprived me of unalienable rights under color without authority including but not limited to: life, liberty and pursuit of happiness, privacy, due process, full disclosure, bills of attainder prohibited and intangible right to honest services (Texas Bill of Rights, U.S. Constitution 1<sup>st</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 8<sup>th</sup> Amendments). My administrative remedies are complete after I gave Jess Ramos at least four opportunities to cure and/or prove his claim, and if he had done so, I included the caveat that all would be forgiven. He has not done so, has created his own Default, and this Claim is now ripe for settlement.

3. WHEREAS I have not harmed anybody. The County of Lampasas, by and through its agent John K. Greenwood, District Attorney for the County of Lampasas, authorized the warrantless raid, seizure of my property at gunpoint without due course of law by Sheriff Department agents, Texas Parks and Wildlife agents, Texas Department of Public Safety agents, and Texas Rangers, whose names, Oaths, Bonds, etc. were never disclosed to me. Greenwood committed this conduct outside the law at the direction of Eric Sakach, Humane Society employee, doing business from 5301 Madison Ave., Ste. 2020, Sacramento, California 95841. District Attorney John K. Greenwood had ample notice and opportunity to deny or cure after I sent four administrative notices, Certified via a Notary, to which he never disputed, responded, rebutted or denied, and by his silence has agreed with the terms in my Affidavits. Thus, it is res judicata, there is no dispute or controversy, and there is agreement between all parties.

4. WHEREAS The County of Lampasas, also by and through its agent Sheriff Jess Ramos participated and orchestrated warrantless raid, seizure of my property at gunpoint without due course of law by Sheriff Department agents, Texas Parks and Wildlife agents, Texas Department of Public Safety agents, and Texas Rangers, whose names, Oaths, Bonds, etc. were never disclosed to me. Sheriff Jess Ramos had ample notice and opportunity to deny or cure after I sent four administrative notices, Certified via a Notary, to which he never disputed, responded, rebutted or denied, and by his silence has agreed with the terms in my Affidavits. Thus, it is res judicata, there is no dispute or controversy, and there is agreement between all parties.

5. WHEREAS, John K. Greenwood has agreed to pay or have his Bond/Insurance pay the following to Steven Hinds by Certified Funds:

ITEM	QUANTITY	COST
Agents' actions (3 agents @ \$5,000.00 per agent)		\$ 15,000.00
Failure to provide bonds/malpractice insurance carrier		\$ 10,000.00
Documents filed/mailed (5 documents @ \$5,000.00 ea.)		\$ 25,000.00
Value of property taken \$1,344.00 cash X 3 (treble damages)		\$ 4,032.00
Deprivation of my liberty		\$250,000.00
Penalty for failing to settle @ \$100.00 per day		
from August 28, 2016 to December 31, 2016 (82 days)		\$ 8,200.00

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Penalty for failing to settle @ \$100.00 per day  
 from August 28, 2016 to February 5, 2018 (526 days)..... \$ 52,600.00  
 Irreparable harm (punitive damages outlined in first affidavit consisting  
 of damage to credit and reputation, loss of faith in law  
 enforcement, public agencies and judiciary)..... \$10,000,000.00  
 TOTAL for John K. Greenwood: \$10,364,832.00

6. WHEREAS, Jess Ramos has agreed to pay or have his Bond/Insurance pay the following to Steven Hinds by Certified Funds:

ITEM	QUANTITY	COST
Agents' actions (3 agents @ \$5,000.00 per agent).....		\$ 15,000.00
Failure to provide bonds/malpractice insurance carrier.....		\$ 10,000.00
Documents filed/mailed (5 documents @ \$5,000.00 ea.).....		\$ 25,000.00
Value of property taken \$1,344.00 cash X 3 (treble damages).....		\$ 4,032.00
Deprivation of my liberty.....		\$250,000.00
Penalty for failing to settle @ \$100.00 per day from August 28, 2016 to December 31, 2016 (82 days).....		\$ 8,200.00
Penalty for failing to settle @ \$100.00 per day from August 28, 2016 to February 5, 2018 (526 days).....		\$ 52,600.00
Irreparable harm (punitive damages outlined in first affidavit consisting of damage to credit and reputation, loss of faith in law enforcement, public agencies and judiciary).....		<u>\$10,000,000.00</u>
TOTAL for Jess Ramos:		\$10,364,832.00

## Additional Claims

7. WHEREAS John K. Greenwood, Jess Ramos and Andrew Garcia, Jr. have conspired to bring false charges by sending Steven Hinds a Citation through the U.S. Mail on late November 2017, a year and a half after the June 11, 2016 incident, see EXHIBIT 12 copy of citation no.: 031032. This citation was issued well after the time limit for a warrant to be issued has passed, and well after Greenwood and Ramos were estopped based on laches and acquiescence by their silence, which bars pursuit of this matter. Greenwood and Ramos, through their agent Matt Barnes, have thus conspired against me, against my Estate, retaliated against, falsely charged, harassed, and threatened to have me arrested. Greenwood, Ramos and Barnes have conspired to stalk me, as the information on my driver's license – taken from me by gunpoint – did not contain my mother's address, nor did it have my social security number. Both were listed on the citation, which was sent to my 82-year old mother's address, and which has upset her. Conspiracy, conspiracy against rights, stalking, intentional infliction of emotional distress, deprivation of rights under color, identity theft, racketeering, extortion, violating the U.S. and Texas Constitutions and elder abuse are additional Claims.

8. WHEREAS Both John K. Greenwood and Jess Ramos, in conspiracy with Matt Barnes, Officer Avila, and Judge Andrew, Garcia, Jr. have also attempted to administer the Estate of STEVEN ELMER HINDS without Power of Attorney or Appointment of Trustee from Office of Steven Elmer Hinds, Executor, and without SF 24, SF 25, and SF 25A, see EXHIBIT 13 copies of Standard Forms 24, 25 and 25A. The entities, Agents, and Individuals listed above are, by their own admissions, records, actions, inactions, omissions, malfeasance, misconduct, or pure

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negligence, factually Lien Debtors. No *public* person, corporation, company or entity has attorney in fact, power of attorney or standing to administer the estate of STEVEN ELMER HINDS, and are forbidden to do so as they are in bankruptcy:

- ❖ The office of the Sheriff's Department (Jess Ramos), 410 E. 4<sup>th</sup> St., Lampasas, TX, 76550, is listed on Dunn & Bradstreet as a privately-held company, with a DUNS number 102138364, and is listed as a branch (subsidiary) of LAMPASAS COUNTY.
- ❖ The JP Court, (Judge Andrew Garcia, Jr.) at P.O. Box 412, Lampasas, TX, 76550, is listed on Dunn & Bradstreet as a privately-held company, with a DUNS number 031704560, and is also listed as a branch (subsidiary) of LAMPASAS COUNTY.
- ❖ The County Court, (Judge Wayne Boultinghouse) at 501 E. 4<sup>th</sup> St., Lampasas, TX, 76550, is listed on Dunn & Bradstreet as a privately-held company, with a DUNS number 929475291, and is also listed as a branch (subsidiary) of LAMPASAS COUNTY.
- ❖ LAMPASAS COUNTY, 409 S. Pecan St., Ste. 209, Lampasas, TX, 76550, is listed on Dunn & Bradstreet as a privately-held company, with a DUNS number 021936885. The County Attorney's Office is also listed at this address, Floor 2, with the same DUNS number. LAMPASAS COUNTY is a subsidiary of the STATE OF TEXAS.
- ❖ The STATE OF TEXAS is also a privately-held corporation, DUNS number 002537595. The STATE OF TEXAS is a subsidiary of the UNITED STATES (Inc.)
- ❖ The UNITED STATES (Inc.) is also a privately-held corporation, DUNS number 052714196.
- ❖ The UNITED STATES, Inc. is in bankruptcy. The United States Federal Government (UNITED STATES, Inc.) was dissolved by the Emergency Banking Act, March 9, 1933, 48 Stat. 1, Public Law 89-719; declared by President Roosevelt as being bankrupt and insolvent per H.J.R. 192, 73<sup>rd</sup> Congress in session June 5, 1933. This bankruptcy was clearly reiterated on March 17, 1993 on the floor of the House of Representatives by James Traficant, Jr. (Ohio) addressing the House. It is recorded in the United States Congressional Record, Wednesday, March 17, 1993, Volume #33, page H1303. All of UNITED STATES, Inc. subsidiaries are also bankrupt: STATE OF TEXAS, the COUNTY OF LAMPASAS, and all its branches/subsidiaries: Sheriff's Department (Jess Ramos), 410 E. 4<sup>th</sup> St., Lampasas, TX, 76550; JP Court, (Judge Andrew Garcia, Jr.) at P.O. Box 412, Lampasas, TX, 76550; County Court (Judge Wayne Boultinghouse) at 501 E. 4<sup>th</sup> St., Lampasas, TX, 76550; and County Attorney's Office (John K. Greenwood), 409 S. Pecan St., Floor 2, Lampasas, TX, 76550.

9. WHEREAS The offices of the COUNTY OF LAMPASAS, its branches/subsidiaries Sheriff's Department (Jess Ramos), JP Court, (Judge Andrew Garcia, Jr.), County Court (Judge Wayne Boultinghouse), and County Attorney's Office (John K. Greenwood), and their agents are bankrupt, are debtors to the true creditor, Steven Elmer Hinds, Executor for the Office of STEVEN ELMER HINDS, and are estopped from filing any "charges" against the Creditor.

10. WHEREAS John K. Greenwood, Jess Ramos, Andrew Garcia, Jr. and their agents Matt Barnes, Officer Avila and others, by their silence, admitted and agreed that they used their official positions and their agencies' offices to abuse me and violate the Texas and U.S. Constitutions. By sending an additional Citation through the U.S. mail, Greenwood, Ramos, Garcia, Jr. and their agents

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attempted to administer my estate without my authority/power of attorney, committed mail fraud, fraud and swindle, embezzlement, theft, false personations and cheats, stalking, elder abuse, identity theft, conspiracy against rights, deprivation of rights under color, attempted collection of unlawful debt, defamation of character – and committed this complained of conduct after they, by their silence, admitted they were estopped and indebted to me for causing me loss of time, loss of money, injury to my reputation and standing in the community, loss of faith in my own government, breach of their contract and breach of their Oaths; intentionally caused me harm, and deliberately inflicted emotional distress upon me and my parents, which are additional claims:

PERSON:	CRIME:	PENALTY
Greenwood	Abuse of Official Capacity [T.P.C. § 39.02(a)(2), (c)(7), (f)]	\$ 10,000.00
Ramos	Abuse of Official Capacity [T.P.C. § 39.02(a)(2), (c)(7), (f)]	\$ 10,000.00
Greenwood	Misuse of Official Capacity [T.P.C. § 39.03(a), (d)]	\$ 10,000.00
Ramos	Misuse of Official Capacity [T.P.C. § 39.03(a), (d)]	\$ 10,000.00
Greenwood	Criminal Solicitation of felony [T.P.C. § 15.03(a), (d)(1)]	\$ 10,000.00
Ramos	Criminal Solicitation of felony [T.P.C. § 15.03(a), (d)(1)]	\$ 10,000.00
Greenwood	Cruelty to Livestock Animals [T.P.C. § 15.03(a), (d)(1)]	\$ 10,000.00
Ramos	Cruelty to Livestock Animals [T.P.C. § 15.03(a), (d)(1)]	\$ 10,000.00
Greenwood	Aggravated Perjury [T.P.C. § 137.03]	\$ 10,000.00
Ramos	Aggravated Perjury [T.P.C. § 137.03]	\$ 10,000.00
Greenwood	Unauthorized Practice of Law [T.P.C. § 38.123(a), (d)]	\$ 10,000.00
Ramos	Unauthorized Practice of Law [T.P.C. § 38.123(a), (d)]	\$ 10,000.00
Greenwood	Official Oppression [T.P.C. § 39.03(a), (d)]	\$ 10,000.00
Ramos	Official Oppression [T.P.C. § 39.03(a), (d)]	\$ 10,000.00
Greenwood	Barratry [T.P.C. § 38.12(d), (g)]	\$ 4,000.00
Ramos	Barratry [T.P.C. § 38.12(d), (g)]	\$ 4,000.00
Greenwood	Perjury [T.P.C. § 37.02]	\$ 4,000.00
Ramos	Perjury [T.P.C. § 37.02]	\$ 4,000.00
Greenwood	Fabricating Physical Evidence [T.P.C. § 37.09(c), (d)(2)]	\$ 4,000.00
Ramos	Fabricating Physical Evidence [T.P.C. § 37.09(c), (d)(2)]	\$ 4,000.00
Greenwood	Principal [18 U.S.C. § 2]	Life in prison or death
Ramos	Principal [18 U.S.C. § 2]	Life in prison or death
Greenwood	Accessory after the fact [18 U.S.C. § 3]	15 years in prison
Ramos	Accessory after the fact [18 U.S.C. § 3]	15 years in prison
Greenwood	Misprison of felony [18 U.S.C. § 4]	3 years in prison
Ramos	Misprison of felony [18 U.S.C. § 4]	3 years in prison
Greenwood	Conspiracy against rights [18 U.S.C. § 241]	life or death & \$ 250,000.00
Ramos	Conspiracy against rights [18 U.S.C. § 241]	life or death & \$ 250,000.00
Greenwood	Deprivation of rights under color [18 U.S.C. § 242]	life or death & \$ 250,000.00
Ramos	Deprivation of rights under color [18 U.S.C. § 242]	life or death & \$ 250,000.00
Greenwood	Theft or bribery while receiving federal funds [18 U.S.C. § 666]	\$ 250,000.00
Ramos	Theft or bribery while receiving federal funds [18 U.S.C. § 666]	\$ 250,000.00
Greenwood	Extortionate credit transactions [18 U.S.C. §§ 891-896]	\$ 250,000.00
Ramos	Extortionate credit transactions [18 U.S.C. §§ 891-896]	\$ 250,000.00
Greenwood	False statements [18 U.S.C. § 1001]	\$ 250,000.00
Ramos	False statements [18 U.S.C. § 1001]	\$ 250,000.00
Greenwood	and agents Identity Theft [18 U.S.C. § 1028A]	\$ 250,000.00

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Ramos and agents Identity Theft [18 U.S.C. § 1028A]	\$ 250,000.00
Greenwood Conspiracy to Defraud Government [18 U.S.C. § 1286]	\$ 250,000.00
Ramos Conspiracy to Defraud Government [18 U.S.C. § 1286]	\$ 250,000.00
Greenwood Mail Fraud, Fraud and swindle, denial of intangible right to honest services [18 U.S.C. §§ 1341-1346]	\$ 250,000.00
Ramos Mail Fraud, Fraud and swindle, denial of intangible right to honest services [18 U.S.C. §§ 1341-1346]	\$ 250,000.00
Greenwood False declarations before court [18 U.S.C. § 1623]	\$ 250,000.00
Ramos False declarations before court [18 U.S.C. § 1623]	\$ 250,000.00
Greenwood Racketeering Activity [18 U.S.C. §§ 1961-1964]	\$ 250,000.00
Ramos Racketeering Activity [18 U.S.C. §§ 1961-1964]	\$ 250,000.00
Greenwood false personation [22 U.S.C. Foreign Registrations Act]	\$ 10,000.00
Ramos false personation [22 U.S.C. Foreign Registrations Act]	\$ 10,000.00
Greenwood False Claims [31 U.S.C. § 3729]	\$ 10,000.00
Ramos False Claims (duties as prescribed by law) [31 U.S.C. § 3729]	\$ 10,000.00
Greenwood Breach of Contract, Breach of Trust [42 U.S.C. § 1983]	\$1,000,000.00
Ramos Breach of Contract, Breach of Trust [42 U.S.C. § 1983]	\$1,000,000.00
<b>TOTAL:</b>	<b>\$ 8,904,000.00</b>
Prior Claims already agreed: +	<b>\$20,729,664.00</b>
<b>GRAND TOTAL:</b>	<b>\$29,633,664.00</b>

11. Please send Certified Funds made out to Steven Hinds for twenty-nine million, six hundred and thirty-three thousand, six hundred and sixty-four dollars (\$29,633,664.00) to my Notary at:

Pat O'Donnell – Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

12. Settlement in full of this Claim does not waive Steven Elmer Hinds', Executor for the STEVEN ELMER HINDS Estate, rights to Amend this Claim in the event there are future intrusions against him or his Estate.

Thank you!

Autograph Steven Elmer Hinds  
STEVEN ELMER HINDS Estate  
Steven Elmer Hinds, Executor

20 FEBRUARY 2018  
Date

**EXHIBIT 1**

**Receipt for property stolen  
(1 page)**



<b>RECEIPT</b>		No. 025221							
DATE: 08-11-16									
FROM: Hinds, Steven		\$1344.00							
Flash Drive		DOLLARS							
<input type="radio"/> FOR RENT <input type="radio"/> FOR 240 C.R. 255 Burnett, TX 79611									
<table border="1"> <tr> <td>ACCT.</td> <td></td> </tr> <tr> <td>PAID</td> <td></td> </tr> <tr> <td>DUE</td> <td></td> </tr> </table>	ACCT.		PAID		DUE		<input type="radio"/> CASH <input type="radio"/> CHECK <input type="radio"/> MONEY ORDER <input type="radio"/> CHECK CARD	FROM _____ TO _____ BY: SA A-161296	
ACCT.									
PAID									
DUE									
		A-11152 T-1161							

**EXHIBIT 2**

**First Affidavit to Greenwood  
Demand for Bill of Particulars  
(12 pages)**

CERTIFIED MAIL # 7015 0640 0005 1054 6688

**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]

On this 5<sup>th</sup> Day of July, 2016, I witnessed one copy being inserted into an envelope of the following:

Affidavit and Demand for Bill of Particulars (11 Pages)

A total of Eleven (11) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail Tracking No. 7015 0640 0005 1054 6688, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Texas

District Attorney John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300

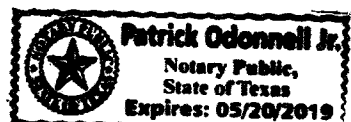
I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 5<sup>th</sup> day of July, 2016 at Dumas, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

Patrick O'Donnell Jr.  
Signature, Notary Public for said State of Texas

7-5-16  
Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-19



CERTIFIED MAIL # 7015 0640 0005 1054 6688

**Steven Hinds**  
**240 County Road 250**  
**Burnet, Texas 78611**

To: District Attorney John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300  
(512) 556-8282

Re: RECEIPT No. 025221, warrantless invasion of private property and robbery of me by armed, uniformed persons

Date: July 5<sup>th</sup>, 2016

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT  
NOTICE TO THE AGENT IS NOTICE TO PRINCIPAL

## **Affidavit and Demand for Bill of Particulars**

Affiant, Steven Elmer: Hinds, a living man and NOT a corporation, explicitly reserves all of my rights, see Uniform Commercial Code UCC 1-308 which was formally UCC 1-207. I reserve all of my rights and liberties given to me by God and NOT dispensed to me by Man at all times and in all places, nunc pro tunc (now for then).

On Saturday June 11, 2016, I was enjoying my so-called God-given constitutionally protected rights and freedoms otherwise known as privacy, life, liberty, and the pursuit of happiness with 1<sup>st</sup> Amendment fellowship and right to assemblage with like-minded people on private property off County Road 3010, Lampasas County, Texas.

About 12:00 p.m., the property was invaded by around 15 armed, uniformed men and a helicopter under the direction of then-Sheriff David Whitis. I was in great fear about the helicopter, as it was really low, doing twists and turns, and I thought it was going to crash. I ran outside in terror. Uniformed men appeared, and one of them had a rifle pointed at my father, and said "get on the ground." None of them identified themselves as police, and never produced a warrant in my presence. The uniformed man didn't identify himself as a cop. I was in extreme fear, and didn't want to startle him because I didn't want him to shoot my father. I never heard anybody say "stop" or "this is the police" or "we have a warrant" or anything like that. Just men with guns and uniforms.

I lay down on the ground, frozen by fear. I overheard them questioning my father, then I observed one of them put something into the back of my father's suburban. Later, another one came along and questioned my father about "gaffs" in his car.

I lay on the ground for almost two hours in terror, after which I was told to get up. I was questioned without a warrant being handed me and without being Mirandized. I was surrounded by around 5-6 of these armed individuals, one of which took my wallet from me, asked me my name, then asked me how much money I had, then he took all my money from out of my wallet

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– \$1,344.00. The individual who did this was named “Avila,” and I told him take a thumb drive along with my money. He refused, and demanded to know why, so I told him because it has constitutional law and supreme court cases on it.

Avila then asked me if I understood what’s going on here. I answered no, I do not. Avila said, “this is an investigation. Fighting the birds is illegal, and if it is determined that you have legal rights to that money, it will be returned to you.” I told him that “if that’s what’s going to happen to my money, then this thumb drive has to go with my money.” He asked me why? I told him again that it’s because it has constitutional law and supreme court case law on it. He put it in the brown envelope with my money. I told him I needed it on the receipt, so I gave him the receipt, he added it on, and gave me back a receipt No. 025221.

This incident, during which I was detained, terrorized and robbed is tantamount to warrantless, illegal search and seizure, robbery and deprivation of rights under color of law, use of threat, fear and intimidation to deprive me of my God-given rights secured by the U.S. Constitution under color, conspiracy to deprive rights under color of law, and intentional infliction of emotional distress – all without jurisdiction or authority. The Constitution grants courts two different criminal jurisdictions: One is a criminal jurisdiction under a Common Law, and the other is a criminal action that constitutes a condition of contract under the criminal aspects of a colorable Admiralty jurisdiction. I have a 6<sup>th</sup> Amendment right to know the true nature of any action against me. In order to determine the true nature, cause and claims of this incident, and determine who was acting under what color of law or who was an imposter, I hereby demand the following:

### **Documentation Requested:**

- 1) Verified COMPLAINT or Claim against Steven Hinds backed by Grand Jury indictment in this action,
- 2) Application for search/seizure warrant to enter private land where Steven Hinds was a visitor;
- 3) Warrant to enter private land where Steven Hinds was a visitor;
- 4) Affidavit in support of Application for Warrant;
- 5) Return of warrant;
- 6) Full name of Judge who presided over the hearing;
- 7) Transcripts of the hearing;
- 8) Abstract of Judgment;
- 9) Judge’s Constitutionally required Oath of Office or Oath of Allegiance;
- 10) Judge’s Bond;
- 11) Judge’s address to private chambers, where he or she can receive correspondence;
- 12) “Avila’s” full name;
- 13) Operation Order;
- 14) Probable cause Affidavits;
- 15) Power points of mission brief;
- 16) After action report;

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- 17) Pictures/videos;
- 18) Evidentiary list – list of everything as evidence;
- 19) Chain of custody list for all 220 roosters;
- 20) Chain of custody for all collectibles seized;
- 21) Court order authorizing custody and care of the 220 seized roosters;
- 22) Disposition and current location of the 220 roosters;
- 23) Your certified copy of Constitutionally required Oath of Office or Oath of Allegiance and copies of all bonds you are required to obtain according to law;
- 24) Your Bond;
- 25) Your Statement of Economic Interest;
- 26) Your delegation of authority to Eric Sakach of California to act as law enforcement agent;
- 27) Written delegation of authority from any law enforcement agency within the state of Texas to Eric Sakach authorizing him to act as a law enforcement agent;
- 28) The full name of Eric Sakach's informant or investigator;
- 29) Avila's certified copy of Constitutionally required Oath of Office or Oath of Allegiance and copies of all bonds you are required to obtain according to law;
- 30) Avila's Bond;
- 31) Avila's Statement of Economic Interest.
- 32) The name of the Chief Judge and his or her address who authorized this action and his or her Employee Bonding Company with specific policy number.
- 33) The name of the Chief Judge and his or her address who authorized this action and his or her Employee Bonding Company and his or her EIN number.
- 34) The name of the Chief Clerk for the Chief Judge who authorized this action and his or her EIN number.
- 35) COUNTY OF LAMPASAS' Employee Bonding Company with specific policy number.
- 36) COUNTY OF LAMPASAS' Dunn & Bradstreet number.
- 37) COUNTY OF LAMPASAS' North American Identification Classification (NAISC) number.
- 38) COUNTY OF LAMPASAS' Texas-registered Contractor's Central Registration (CCR) number under the Department of Defense (DOD).
- 39) COUNTY OF LAMPASAS' Commercial and Government Entity (CAGE) number.
- 40) COUNTY OF LAMPASAS' Employer Bonding Company – names and addresses. If the COUNTY OF LAMPASAS is Self Insured, identify the official list of its assets that financially back its Self Insurance Program.
- 41) COUNTY OF LAMPASAS Employee Identification Number (EIN).
- 42) COUNTY OF LAMPASAS Sheriff's Department Employee Bonding Company with specific policy number Employee Bonding Company with specific policy number.
- 43) COUNTY OF LAMPASAS Sheriff's Department Required Fidelity, Surety, or Security Bond(s).
- 44) COUNTY OF LAMPASAS Sheriff's Department Dunn & Bradstreet number.



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- 45) COUNTY OF LAMPASAS Sheriff's Department North American Identification Classification (NAISC) number.
- 46) COUNTY OF LAMPASAS Sheriff's Department Texas-registered Contractor's Central Registration (CCR) number under the Department of Defense (DOD).
- 47) COUNTY OF LAMPASAS Sheriff's Department Commercial and Government Entity (CAGE) number.
- 48) COUNTY OF LAMPASAS Sheriff's Department Employer Bonding Company – names and addresses. If the COUNTY OF LAMPASAS Sheriff's Department is Self Insured, identify the official list of its assets that financially back its Self Insurance Program.
- 49) All 15+ officers' full names, seeing as I got only two names – “Avila” and “Barnes” and I was never presented with a warrant or Mirandized.
- 50) Delegation of Authority Order or other such papers from you to the Texas Rangers, Department of Public Safety personnel, Parks and Wildlife personnel, agents, employees, or deputies and other officers to file charges in the name of the People.
- 51) COUNTY OF LAMPASAS' Official Title of Texas Rangers, Department of Public Safety personnel, Parks and Wildlife personnel, agents, employees, or deputies.
- 52) Official location where the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees can experience or receive service of process if later deemed necessary.
- 53) COUNTY OF LAMPASAS' Delegation of Authority Order from Federal Housing and Urban Development (HUD).
- 54) COUNTY OF LAMPASAS' Required Fidelity, Surety, or Security Bond(s).
- 55) All public complaints and disciplinary action records pertaining to the above Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees for the past five years.
- 56) Latest Official COUNTY OF LAMPASAS Personnel Identification photographs for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees.
- 57) COUNTY OF LAMPASAS' Blank Job Description Form for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' duties required for present positions *at the time positions were filled*.
- 58) COUNTY OF LAMPASAS' Blank Job Description Form for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' duties required for present position *at this time*.
- 59) COUNTY OF LAMPASAS' List of education and training required for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' present positions before hiring.
- 60) COUNTY OF LAMPASAS' Probationary time period specified for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' present positions.
- 61) COUNTY OF LAMPASAS' Administrative Regulations specifying Job Description for the Code Enforcement employees.

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- 62) COUNTY OF LAMPASAS' Administrative Regulations specifying on-the-job training for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees.
- 63) COUNTY OF LAMPASAS' Administrative Regulation specifying disciplinary procedures.
- 64) COUNTY OF LAMPASAS' Administrative Regulation specifying Complaint procedures.
- 65) Official job Resume the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees offered to the COUNTY OF LAMPASAS.
- 66) Official blank job or office application for the present COUNTY OF LAMPASAS positions held by the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees.
- 67) The required statement disclosing each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee's investments, interests in real property, and any income received during the immediately preceding 12 months of COUNTY OF LAMPASAS employment.
- 68) The statement required to be filed each year at the time specified by commission regulations, disclosing investments, interests in real property and personnel income for each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee during the period since the previous statement was filed.
- 69) The statement disclosing investments, interests in real property, and personal income during the period since the previous statement for each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee. The statement shall include any investments and interests in real property held at any time during the period covered by the statement, whether or not they are still held at the time of filing.
- 70) The statement of any investment or an interest in real property required to be disclosed by each of the above Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee under the subject article that contains:
  - a) A statement of the nature of the investment or interest,
  - b) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged,
  - c) The address or other precise location of the real property,
  - d) A statement whether the fair market value of the investment or interest in real property equals or exceeds one thousand dollars (\$1,000) but does not exceed ten thousand dollars (\$10,000), whether it exceeds ten thousand dollars (\$10,000) but does not exceed one hundred thousand dollars (\$100,000), or whether it exceeds one hundred thousand dollars (\$100,000), and
  - e) In the case of a statement filed under Sections 87203 or 87204, if the investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.
- 71) The income statement for each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee required by law to be on file.

CERTIFIED MAIL # 7015 0640 0005 1054 6688

- 72) The name and address of each source of income aggregating two hundred fifty dollars (\$250) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source.
- 73) A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least two hundred fifty dollars (\$250) but did not exceed one thousand dollars (\$1,000), whether it was in excess of one thousand dollars (\$1,000) but was not greater than ten thousand dollars (\$10,000), or whether it was greater than ten thousand dollars (\$10,000).
- 74) A description of the consideration, if any, for which the income was received.
- 75) In the case of a gift, the amount and the date on which the gift was received.
- 76) In the case of a loan, the annual interest rate, the security, if any, given for the loan, and the term of the loan.
- 77) When the filer's pro rata share of income to a business entity, including income to a sole proprietorship is required to be reported, the statement shall contain:
- a) The name, address, and a general description of the business activity of the business entity.
  - b) The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from that person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.
- 78) When a payment, including an advance or reimbursement for travel is required to be reported pursuant to this section, it may be reported on a separate travel reimbursement schedule which shall be included in the filer's statement of economic interest. A filer who chooses not to use the travel schedule shall disclose payments for travel as a gift, unless it is clear from all surrounding circumstances that the services provided were equal to or greater in value than the payments for the travel, in which case the travel may be reported as income.
- 79) The statement required to be filed by each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee that shall disclose any business positions held by these employees. For purposes of said section, "business position" means any business entity in which the filer is a director, officer, partner, trustee, employee, or holds any position of management, if the business entity or any parent, subsidiary, or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction or has done business in the jurisdiction at any time during the two years prior to the date the statement is required to be filed.
- 80) The statement required to be filed by each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee of any gift totaling fifty dollars (\$50) or more in a calendar year to any person described therein on behalf of another, or while acting as the intermediary or agent of another, without disclosing to the recipient of the gift both his own full name, street address, and business activity, if any, and the full name, street address, and business activity, if any, of the actual donor. If the recipient of the gift is the above named person, it shall be included in his or her Statement of Economic Interests, and shall include the full name, street address, and business activity, if any, of the intermediary or agent and the actual donor.

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81) A copy of the adopted and promulgated Conflict of Interest Code for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees, which shall have the force of law and which shall have all of the following provisions:

- (a) Specific enumeration of the position within the agency, other than those specified therein, which involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest for such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable by the civil servant employees. An investment, business position, interest in real property, or source of income shall be made reportable by the Conflict of Interest Code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of his or her position.
- (b) Requirements that designated employee, other than those specified in Section 87200, file statements at times and under circumstances described in this section, disclosing reportable investments, business positions, interests in real property and income. The information disclosed with respect to reportable investments, interests in real property, and income shall be the same as the information required therein. The first statement filed under a Conflict of Interest Code by a designated employee shall disclose any reportable investments, business positions, interests in real property, and income. An initial statement shall be filed by each designated employee within 30 days after the effective date of the Conflict of Interest Code, disclosing investments, business positions, and interests in real property held on the effective date of the Conflict of Interest Code and income received during the 12 months before the effective date of the Conflict of Interest Code. Thereafter, each new designated employee shall file a statement within 30 days after assuming office, or if subject to State Senate confirmation, 30 days after being appointed or nominated, disclosing investments, business positions, and interests in real property held on, and income received during the 12 months before, the date of assuming office or the date of being appointed or nominated, respectively. Each designated employee shall file an annual statement, at the time specified in the Conflict of Interest Code, disclosing reportable investments, business positions, interest in real property and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year. Every designated employee who leaves office shall file, within 30 days of leaving office, a statement disclosing reportable investments, business positions, interests in real property, and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.
- (c) Specific provisions setting forth any circumstances under which designated employees or categories of designated employees must disqualify themselves from making, participating in the making, or using their official position to influence the making of any decision. Disqualification shall be required by the

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Conflict of Interest Code when the designated employee has a financial interest, which it is reasonably foreseeable may be affected materially by the decision. No designated employee shall be required to disqualify himself or herself with respect to any matter which could not legally be acted upon or decided without his or her participation.

- (d) For any position enumerated therein, an individual who resigns the position within 12 months following initial appointment or within 30 days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within 30 days of the date of a notice mailed by the filing officer, the individual shall do both of the following:

- (1) File a written resignation with the appointing power.
- (2) File a written statement with the filing officer on a form prescribed by the commission and signed under the penalty of perjury stating that the individual, during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

- 82) Contracts wherein Steven Hinds (living man with upper and lower case spelling of my name) has knowingly and with full disclosure waived any rights including rights to set-off regarding claims or liens against his legal fiction/corporate franchise entity designated as STEVEN HINDS (upper case spelling).
- 83) Chain of custody securitizing citation(s) against franchise STEVEN HINDS (upper case corporation), and the routing numbers, CUSIP numbers, names, and EIN numbers of investors.
- 84) Contract with STEVEN HINDS (corporation) and Steven Hinds (living man) giving full disclosure and permission to securitize each individual, or Steven Hinds' cestui que Trust to be sold to any investors, and names of investors.
- 85) The Bank Account number and Depository Agreement signed by the Clerk of Court for deposit into the Federal Reserve Bank of New York, in New York City.
- 86) The name of the Escrow Agent used as a go-between – between the Clerk's Office and the Federal Reserve Bank of New York.
- 87) The securities listed through the Seventh Circuit (Chicago, IL), and then sent to the Depository Trust Clearing Corporation (DTCC), the clearinghouse, who lists the securities for trading.
- 88) Lawyers' case numbers to buy equity securities, as all of the lawyers involved are acting a private debt collectors according to the Federal Fair Debt Collection Practices Act (FDCPA) Title 15 § 1692. The BAR Association exempts them from having to be registered as such; however, they operate through call warrants, which are like a put, or a call. Doing margin



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calls is where they convert a case through – similar to a Writ of Execution – and use the case number to buy equity securities.

- 89) Routing information and CUSIP numbers between COUNTY OF LAMPASAS, COUNTY OF LAMPASAS Sheriff's Department, Department of Public Safety, Texas Rangers and Steven Hinds (living man) giving full disclosure of securitization of each individual or their cestui que Trusts to be sold to any investors, and names of investors.
- 90) Contracts with STEVEN HINDS and said investors, and investor's names.
- 91) The NAICS (North American Identification Security Classification) number stamped on the judgment ("Pay to the Order Of"), and the name of the agency to which it is delivered.
- 92) The Dunn's number (Dunn & Bradstreet) for the agency receiving the judgment.
- 93) The Depository Agreement signed by the Clerk of Court.
- 94) The name of the Escrow Agent used as the go-between – between the Clerk's Office and the Federal Reserve Bank of New York.
- 95) The number of the account that the securities list through the Seventh Circuit (Chicago, IL), with Depository Trust Corporation (DTCC).
- 96) List the exact name and routing number of the hedge fund where everything filed into court is securitized, turned into negotiable instruments, then turned into securities, then sold as commercial items, calling them distress debts (Unifund), then pooled together in a hedge fund, where they are sold globally.
- 97) The court's account number with the IMF (International Monetary Fund) under Interpol.
- 98) The Judge's Oath of Office with the IMF.
- 99) The 1099 OID showing Steven Hinds as recipient of the funds, unless the county wishes to close this account.
- 100) A copy of the Depository Resolution Agreement from the Clerk of Court for making deposits into the Federal Reserve Bank of New York via electronic funds transfers (EFTs).
- 101) The Clerk's PMIA (Private Money Investment Account), which also has a government code.
- 102) Since all 1099s are Class 5 gift and estate taxes, I am asking for a 1099 OID in this case, as I am not willing to gift you or the county the proceeds, and demand the proceeds in their entirety plus interest.
- 103) A copy of the Depository Resolution Agreement from the Clerk of Court, and a W-9 from the Judge and the prosecuting Attorney involved, if you wish to proceed with this case.

**TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Steven Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

- I) Five Thousand Dollars (\$5,000.00) for injuries by your or your agents' actions per person per occurrence,
- II) Ten Thousand Dollars (\$10,000.00) for failure to provide copies of all bonds and malpractice insurance carrier per person per occurrence,



CERTIFIED MAIL # 7015 0640 0005 1054 6688

- III) Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV) The value of said property taken (\$1,344.00) plus treble damages,
- V) Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI) You tacitly agree that you will compensate Steven Hinds for all costs; fees and expenses incurred in defending this action against you.

### **Notice of Reservation of Affiant's Rights to Initiate a Counterclaim and File a Claim Against Official Bond**

1. If, John Greenwood, as such by commission, omission or otherwise, you: (a) Fail to give me, Steven Hinds, Affiant information requested and submit the appropriate document back to me with an Affidavit signed under penalty of perjury, (b) Make a false representation, (c) Make a false misrepresentation of the herein above-referenced action, (d) Make a false representation of the legal status of herein above-referenced action, then I, Steven Hinds, may initiate a counterclaim/claim against the official Bond of John Greenwood as well as the Bond of any principle, agent, assignee and the likes, of John Greenwood, whose acts/omissions resulted in, and/or are continuing to result in Steven Hinds sustaining any tort injury(s).

2. John Greenwood has no lawful, bona fide reason for not submitting the requested documents and information. This is my attempt to determine the nature and basis of a case/counterclaim against John Greenwood, and any information contained within John Greenwood' disclosure statement, as well as any information obtained otherwise, such as by John Greenwood' commissions, omissions and the likes, will be used for that purpose.

3. John Greenwood, you have Ten (10) days to produce the evidence requested or rebut my affidavit point for point to that in which you disagree, by submitting a counter affidavit to the Notary Public 3<sup>rd</sup> party for third party witness tracking verification listed below:

Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

4. Failure to respond and send said response via the notary will be deemed a dishonor of this Affidavit incurring an additional charge of \$10,000.00. The Affidavit is evidence that may be used according to the Federal Rules of Evidence to prosecute or enforce any default by you in this matter.

5. John Greenwood, you are required to have an oath of office on file for public scrutiny, and Bonds to guarantee your faithful performance of your duties, pursuant to your oath as the law requires, as well as malpractice insurance. I respectfully demand that you send me a certified copy of your timely filed oath of office and copies of all bonds you are required to obtain according to law including documented proof of your malpractice insurance.

6. Steven Hinds declares that as his un-enfranchised status as a preamble American Citizen of the guaranteed "Republican form" of government known as The United States of America and inhabitant of Texas, that without a corpus delicti, no court, judicial or legislative tribunal has a criminal jurisdiction over his person or property. Since no warrant was given me, I am free to presume

CERTIFIED MAIL # 7015 0640 0005 1054 6688

that there was no Verified Complaint ever timely prepared and filed with a Magistrate under Oath as required by law, and then presented in a form acceptable to the Clerk of the Court as required by *Wong Sun v. United States*, 371 U.S. 471, 481-482 (1963). The threshold question of proper In Personam, In Rem or Subject Matter jurisdiction was never duly and timely achieved with the subject Lampasas warrantless raid. Therefore, a Warrant for Arrest or notice to arrest Steven Hinds after-the-fact would be produced without proper judicial authority or immunity. The holding case law cited above clearly says NO JURISDICTION to the court and NO JEOPARDY to the accused. This means that someone or a group of coconspirators have overtly created a false public record accusing Steven Hinds under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void.

7. If Steven Hinds is retaliated against, falsely charged, harassed or arrested for exercising his unalienable rights secured by the Constitution for the United States of America, he will file criminal charges and a federal temporary restraining order and injunction.

8. Last, but not least, John Greenwood, you are required by law to return my money to me – all \$1,344.00, as it was unlawfully seized as fruit of a poisonous tree.

“Equality under the Law is PARAMOUNT and MANDATORY by Law”

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT NOTICE TO  
THE AGENT IS NOTICE TO PRINCIPAL  
Applicable to all successors and assigns  
Silence is Acquiescence/Agreement/Dishonor

I certify under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete to best of my knowledge.

This Affidavit is dated: the 5<sup>th</sup> day of the Seventh Month in the Year of Our Lord Two Thousand Sixteen. Further Affiant Sayeth not.

Autograph Steven Hinds  
Steven Hinds

**EXHIBIT 3**

**Second Affidavit to Greenwood  
Affidavit of Fault and  
Demand for Payment  
(9 pages)**

**U.S. Postal Service**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)  
 LAMPASAS, TX 76550

Certified Mail Fee \$3.30

Extra Services & Fees (check box, add fee to postage):  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.36  
 Total Postage and Fees \$4.66

Sent To: *John Greenwood*  
 Street and Apt. No. or PO Box No. *P.O. Box 1300*  
 City, State, ZIP+4® *Lampasas TX 76550*

PS Form 3870, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)  
 LAMPASAS, TX 76550

Certified Mail Fee \$3.30

Extra Services & Fees (check box, add fee to postage):  
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☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.36  
 Total Postage and Fees \$4.66

Sent To: *Jess Ramos*  
 Street and Apt. No. or PO Box No. *P.O. Box 465*  
 City, State, ZIP+4® *Lampasas TX 76550*

PS Form 3870, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service**  
**CERTIFIED MAIL® RECEIPT**  
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 LAMPASAS, TX 76550

Certified Mail Fee \$3.30

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☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.36  
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 City, State, ZIP+4® *Lampasas TX 76550*

PS Form 3870, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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PS Form 3870, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

BURNET 508 E JACKSON ST BURNET TX 78611-9998 4812600020 (800)275-8777				07/27/2016	3:45 PM			
Product	Sale	Qty	Final					
Description			Price					
First-Class Mail Large Envelope (Domestic) (LAMPASAS, TX 76550) (Weight: 0 Lb 2.10 Oz) (Expected Delivery Day) (Friday 07/29/2016)		1	\$1.36					
Certified (USPS Certified Mail #) (7016060000007547781)		1	\$3.30					
First-Class Mail Large Envelope (Domestic) (LAMPASAS, TX 76550) (Weight: 0 Lb 2.10 Oz) (Expected Delivery Day) (Friday 07/29/2016)		1	\$1.36					
Certified (USPS Certified Mail #) (7016060000007547798)		1	\$3.30					
First-Class Mail Large Envelope (Domestic) (LAMPASAS, TX 76550) (Weight: 0 Lb 2.10 Oz) (Expected Delivery Day) (Friday 07/29/2016)		1	\$1.36					
Certified (USPS Certified Mail #) (7016060000007547811)		1	\$3.30					
First-Class Mail Large Envelope (Domestic) (LAMPASAS, TX 76550) (Weight: 0 Lb 2.10 Oz) (Expected Delivery Day) (Friday 07/29/2016)		1	\$1.36					
Certified (USPS Certified Mail #) (7016060000007547804)		1	\$3.30					
Total			\$18.64					

CERTIFIED MAIL # 7016 0600 0000 7574 7781

**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]


On this 27<sup>th</sup> Day of July, 2016, I witnessed one copy being inserted into an envelope of the following:

Second Affidavit of Fault and Demand For Payment (7 Pages)

A total of Seven (7) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail Tracking No. 7016 0600 0000 7574 7781, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive care and custody of the U.S. Postal Service within the State of Texas

John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300

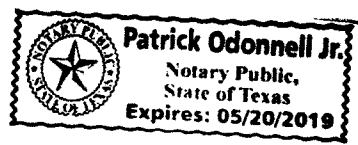
I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 27<sup>th</sup> day of July, 2016 at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

  
Signature, Notary Public for said State of Texas

7-27-16  
Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-19



**Steven Hinds**

240 County Road 250  
Burnet, Texas 78611

To: District Attorney John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300  
(512) 556-8282

**NOTICE TO PRINCIPAL IS NOTICE TO AGENT  
NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

Date: July 27, 2016

To: District Attorney John Greenwood

Re.: RECEIPT No. 025221, warrantless invasion of private property and robbery of me by armed, uniformed persons

**Second Affidavit: Affidavit of Fault and Demand For Payment**

1. Affiant, Steven-Elmer: Hinds, a living man and NOT a corporation, explicitly reserves all of my rights, see Uniform Commercial Code UCC 1-308 which was formally UCC 1-207. I reserve all of my rights and liberties given to me by God and NOT dispensed to me by Man at all times and in all places, nunc pro tunc (now for then).

2. Mr. Greenwood, on July 5, 2016 my Affidavit Demand for Proof of Claim was mailed to you at the above stated address and received at your location on July 13, 2016. You failed to respond.

3. Mr. Greenwood, your failure to respond, dispute, admit, rebut or deny the facts and information outlined in the Affidavit of Proof of Claim constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavit was true, correct, legal, lawful and binding upon you, to the terms of the Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and you accepted full commercial liability.

4. Mr. Greenwood, you are being duly Noticed, that you are causing injury to one of the people, Affiant, Steven Elmer Hinds, by your failure to comply to the Demand for Bill of Particulars that you received via the United States Mail, Certified Mail # 7015 0640 0005 1054 6688 on July 13, 2016 and that you are now at Fault for failure to respond as outlined on pages 10-11, ¶ 6 of my prior affidavit, which stated:

“6. Steven Hinds declares that as his un-enfranchised status as a preamble American Citizen of the guaranteed "Republican form" of government known as The United States of America and inhabitant of Texas, that without a corpus delicti, no court, judicial or legislative tribunal has a criminal jurisdiction over his person or property. Since no warrant was



CERTIFIED NO.: 7016 0600 0000 7574 7781

given me, I am free to presume that there was no Verified Complaint ever timely prepared and filed with a Magistrate under Oath as required by law, and then presented in a form acceptable to the Clerk of the Court as required by *Wong Sun v. United States*, 371 U.S. 471, 481-482 (1963). The threshold question of proper In Personam, In Rem or Subject Matter jurisdiction was never duly and timely achieved with the subject Lampasas warrantless raid. Therefore, a Warrant for Arrest or notice to arrest Steven Hinds after-the-fact would be produced without proper judicial authority or immunity. The holding case law cited above clearly says NO JURISDICTION to the court and NO JEOPARDY to the accused. This means that someone or a group of coconspirators have overtly created a false public record accusing Steven Hinds under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void.”

5. Mr. Greenwood, I am offering you another opportunity to act in honor and provided the demanded documents and information in the Bill of Particulars or, if you are not able to, please provide me the code, statute or law that prohibits you from doing so within 10 days from the date of this Affidavit. If not, then you agree that you just failed to respond and that there is no such code, statute or law to the contrary.

6. Mr. Greenwood, you failed to adhere to the terms and demands as clearly outlined in the list of documents demanded from you as stated on page 10 of the July 5, 2016 Affidavit and Demand for Bill of Particulars, which finished by stating:

John Greenwood, you have Ten (10) days to produce the evidence requested or rebut my affidavit point for point to that in which you disagree, by submitting a counter affidavit to the Notary Public 3<sup>rd</sup> party for third party witness tracking verification listed below:

Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

7. Mr. Greenwood, by failing to rebut, deny or respond to my first Affidavit and Demand for Bill of Particulars, you admitted everything, and are now at Fault for failure to respond as outlined on pages 10-11 of my prior affidavit, which stated:

1. If, John Greenwood, as such by commission, omission or otherwise, you: (a) Fail to give me, Steven Hinds, Affiant information requested and submit the appropriate document back to me with an Affidavit signed under penalty of perjury, (b) Make a false representation, (c) Make a false misrepresentation of the herein above-referenced action, (d) Make a false representation of the legal status of herein above-referenced action, then I, Steven Hinds, may initiate a counterclaim/claim against the official Bond of John Greenwood as well as the Bond of any principle, agent, assignee and the likes, of John Greenwood, whose acts/omissions resulted in, and/or are continuing to result in Steven Hinds sustaining any tort injury(s).

2. John Greenwood has no lawful, bona fide reason for not submitting the requested documents and information. This is my attempt to determine the nature and basis of a case/counterclaim against John Greenwood, and any information contained within John Greenwood' disclosure statement, as well as any information obtained otherwise, such as by John Greenwood' commissions, omissions and the likes, will be used for that purpose.

CERTIFIED NO.: 7016 0600 0000 7574 7781

3. John Greenwood, you have Ten (10) days to produce the evidence requested or rebut my affidavit point for point to that in which you disagree, by submitting a counter affidavit to the Notary Public 3<sup>rd</sup> party for third party witness tracking verification listed below:

Pat O'Donnell - Notary Public

203 S. Water St.

Burnet, Texas [78611]

Non-Domestic, Without the UNITED STATES

4. Failure to respond and send said response via the notary will be deemed a dishonor of this Affidavit incurring an additional charge of \$10,000.00. The Affidavit is evidence that may be used according to the Federal Rules of Evidence to prosecute or enforce any default by you in this matter.

5. John Greenwood, you are required to have an oath of office on file for public scrutiny, and Bonds to guarantee your faithful performance of your duties, pursuant to your oath as the law requires, as well as malpractice insurance. I respectfully demand that you send me a certified copy of your timely filed oath of office and copies of all bonds you are required to obtain according to law including documented proof of your malpractice insurance.

6. Mr. Greenwood, since you failed to respond, Steven Hinds declares that as his un-enfranchised status as a preamble American Citizen of the guaranteed "Republican form" of government known as The United States of America and inhabitant of Texas, that without a corpus delicti, no court, judicial or legislative tribunal has a criminal jurisdiction over his person or property. Since no warrant was given me, I am free to presume that there was no Verified Complaint ever timely prepared and filed with a Magistrate under Oath as required by law, and then presented in a form acceptable to the Clerk of the Court as required by *Wong Sun v. United States*, 371 U.S. 471, 481-482 (1963). The threshold question of proper In Personam, In Rem or Subject Matter jurisdiction was never duly and timely achieved with the subject Lampasas warrantless raid. Therefore, a Warrant for Arrest or notice to arrest Steven Hinds after-the-fact would be produced without proper judicial authority or immunity. The holding case law cited above clearly says NO JURISDICTION to the court and NO JEOPARDY to the accused. This means that someone or a group of coconspirators have overtly created a false public record accusing Steven Hinds under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void.

7. Mr. Greenwood, since you failed to respond, If Steven Hinds is retaliated against, falsely charged, harassed or arrested for exercising his unalienable rights secured by the Constitution for the United States of America, he will file criminal charges and a federal temporary restraining order and injunction.

8. Last, but not least, John Greenwood, you are required by law to return my money to me – all \$1,344.00, as it was unlawfully seized as fruit of a poisonous tree.

8. Mr. Greenwood, you are now at Fault for failure to respond as outlined on pages 9-10 of my prior affidavit, which stated:

**TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to

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compensate Steven Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

- I) Five Thousand Dollars (\$5,000.00) for injuries by your or your agents' actions per person per occurrence,
- II) Ten Thousand Dollars (\$10,000.00) for failure to provide copies of all bonds and malpractice insurance carrier per person per occurrence,
- III) Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV) The value of said property taken (\$1,344.00) plus treble damages,
- V) Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI) You tacitly agree that you will compensate Steven Hinds for all costs; fees and expenses incurred in defending this action against you.

9. Let it be known to all that I, Steven Elmer: Hinds, a living man, reserve my right not to be compelled to perform under any contract, commercial agreement or *bankruptcy* that I did not enter knowingly and with full disclosure, voluntarily, and intentionally. I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement. I am not ever subject to silent contracts, and have never knowingly or willingly contracted away my sovereignty. Violation fee for deprivation of my liberty is \$250,000.00 per incident or per 15 minutes or any part thereof.

10. Mr. Greenwood, to be clear, that is a private out-of-court communication affidavit against the court and its agents and/or assigns, against you John K. Greenwood, against your agents and/or assigns and any officer under your employment that may attempt to continue or in the future attempt to violate and trespass upon Affiant Steven Elmer Hinds' God-given rights secured by the Constitution for the United States of America; which said trespass by law is unconstitutional, racketeering is unconstitutional, fraud is unconstitutional, etc.

11. Mr. Greenwood, you are responsible for the actions of your employees, so I pray you take this matter under immediate advisement as a Cease and Desist of Trespass Upon Rights, and to respond Only as outlined to the notary name/address listed on pages2 and 3 in this affidavit within Ten (10) days to the notary address of your intentions under the opportunity to cure and to provide me with the law enacted by Congress and Legislature that states you can trespass against one of the people, as I am not concerned with quoting of your codes or statutes, as they do not apply under Common Law and both constitutions to one of the people of the United States of America – which is where Affiant stands and pledges his allegiance.

12. Mr. Greenwood, I am just a common man with knowledge of the truth of my God-given, Common Law Rights and Bill of Rights and have been informed that the Constitution and Common Law are not taught in law school anymore, but that still does not excuse the fact that those laws exist and are not to be trespassed upon.

13. Mr. Greenwood, you committed FRAUD when you actively participated in a scheming conspiracy of untruths and misrepresentations to deceive those who entrusted themselves in dealing in good faith, while specifically acting in deliberate bad faith when such fraud was shown, as in the executing a void general warrant abolished in 1776 to seize, kidnap and rob me and threaten me with charges in violation of Title 18 U.S.C. §§ 241, 242, 891-894, 1001, which acts are criminal.

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14. Mr. Greenwood, you accepted false documents that were known not to be true or known to be false to falsely condemn the party under a color of law without benefit of a lawful trial, to raise revenue by stealing monies of the party and giving it directly to a foreign agent by such false condemnations. This is identity theft and paper terrorism.

15. Mr. Greenwood, you are to take notice that the Certifying Notary listed on the affidavits, verified documents provided as un rebutted evidence, are independent contractors and not parties to this claim. In fact, the Certifying Notary is a Federal Witness Pursuant to Title 18, Part I, Chapter 73, Section 1512. Tampering with a witness, victim, or an informant under Color of Law is a violation of the law.

### **Fault**

16. Mr. Greenwood, based on the above stated facts, you are at Fault. You have failed to provide proof of claim as to any verified evidence that Affiant Steven Elmer Hinds demanded, and the time to do so has now expired.

17. Mr. Greenwood, now that you are at fault per Texas and UCC law, I am entitled to seek the amount of damages assessed above committed by you and all those in concert responsible for said injury and trespass upon constitutionally protected rights afforded to Affiant, Steven Elmer Hinds by your actions and conduct unbecoming, in violation of my unalienable rights and fraudulent acts in violation of Texas Contract Law and Uniform Commercial Code Law 5-27 et. seq. in addition to other federal and criminal acts, in which the law states, out of fraud no action arises; fraud never gives a right of action. No court will lend its aid to a man (or person) who founds his/its cause of action upon an immoral or illegal act, see Black's Law Dictionary 6<sup>th</sup> Edition, Page 567.

### **Demand For Payment**

18. However, acting in honor, I am offering you a final opportunity to act honorably and comply with the opportunity and **OFFER TO CURE**. If you agree to issue an Order repealing and expunging the entire action taken in Lampasas on June 11, 2016 against me where I was detained and robbed in violation of laws prohibiting trespass, false charges, larceny, racketeering, extortion and deprivation of rights under color of law, and reimburse me by certified funds for deprivation of my liberty and robbery of my cash, then all will be forgiven and no further action will be taken.

19. Mr. Greenwood, you have thirty (30) days from the receipt of this Affidavit to send by certified mail a cashier's check for the following amount: Two Hundred Fifty One Thousand, three hundred and forty four Dollars (\$251,344.00) made out to Steven Elmer Hinds c/o Notary Public 3<sup>rd</sup> party witness listed above. The amount will increase One Hundred Dollars (\$100.00) a Day for each and every day for any future injury or until paid in full. Failure to comply would be Dishonor and Default. Actions that may be taken to cure the Default include but are not limited to: filing a complaint with several Federal and State agencies for fraud, civil rights violations and identity theft due to the crimes against me.

### **Opportunity To Cure**

20. Affiant Steven Elmer Hinds reserves the right to amend and correct and adjust the Accounting and Demand to reflect injuries due to continued actions. Mr. Greenwood, since you failed to respond and acquiesced to my Affidavit, I am allowing you another opportunity to act in honor to: cease and desist all paper terrorism and identity theft by bastardizing my name,

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threatening charges against me, and indicate a date and time to contact you to discuss a negotiated settlement agreeable to all parties for the civil and irreparable injury caused by your actions and by officers that acted under color of law and trespassed against my rights as listed in the first affidavit received from Affiant, Steven Elmer Hinds, which lead to my unlawful detainment and robbery; and to send written correspondence of your intentions within Ten (10) days to the notary address above. If you do this, then NO further actions will need to be taken and this matter will be considered closed.

21. Mr. Greenwood, this is a very serious matter and I am acting in honor to inform you that this trespass against my rights has caused me harm and injury which is continuing, due to various deputies, employees of your establishment who were given an opportunity to prove a claim against Steven Elmer Hinds in the timeframe outlined in the Affidavit of Proof of Claim, but failed to do so.

22. Mr. Greenwood, if you do not contact the notary within Ten (10) days and notify him of the actions you will be taking on behalf of the false documents recorded into public, then you will leave me no choice but to enforce this Contract under Uniform Commercial Code Law 3-305 and exercise all legal remedies against you. John K. Greenwood, you should take this very seriously. I am attempting to settle this issue privately with my Affidavits.

23. Mr. Greenwood, if you fail to comply with the opportunity to cure, then I will be expecting payment in full in the amount of Two Hundred Fifty One Thousand, three hundred and forty four Dollars (\$251,344.00) within Thirty (30) days.

24. Mr. Greenwood, your failure to dispute or respond, rebut, admit or deny constitutes acceptance and legal and binding agreement with and admission to the fact that everything in this Affidavit is true, correct, legal, lawful and binding upon you, to the terms of this Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and that you, John K. Greenwood, will be accepting full commercial liability for your actions.

25. Mr. Greenwood, based on the above stated facts, I accept your Oath and you should be well aware that: "An unconstitutional act is not law; it confers no rights; it imposes no duties; it affords no protection; it creates no office; it is in legal contemplation, as inoperative as though it had never been passed." See *Norton v. Shelby County*, 118 US 425,442 (1886).

26. Mr. Greenwood, if you disagree with anything in this affidavit, you **MUST**, within Ten (10) days from the date of this affidavit, dispute by your own Affidavit point-by-point, in particularity to that in which you disagree, signed under penalty of perjury, and send it to my Notary. Anything less would be a non-response, and your silence would be agreement by acquiescence/dishonor, see *Connally v. General Construction Co.*, 269 U.S. 385, 391.

27. Mr. Greenwood, so there is no misunderstanding, Affiant is seeking from you damages for your fraudulent conduct and failure to respond, and not your agency. Therefore, you should not let anybody dictate how you handle this matter, because this is very serious and could jeopardize your position in the state of Texas. **YOU HAVE BEEN GIVEN NOTICE, THE CHOICE IS YOURS, CHOOSE WISELY.**

28. Mr. Greenwood, you are again advised to forward all responses to the Notary Public address above for 3<sup>rd</sup> party verification and tracking. Responses not sent to the Notary address listed as outlined within this Affidavit will constitute non response, will be **Null and Void**, and will



be deemed a dishonor incurring an additional charge of \$10,000.00, so act in Honor and respond accordingly.

29. This is a private communication and is intended to affect an out-of-court settlement of this matter. Conduct yourself accordingly. Should any provision of this agreement be found to not be enforceable by order of a court of competent jurisdiction, it shall not adversely affect any other provision of this agreement and reasonable opportunity and effort shall be taken to modify it to become enforceable.

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT NOTICE TO THE  
AGENT IS NOTICE TO PRINCIPAL

Applicable to all successors and assigns

Silence is Acquiescence/Agreement/Dishonor

I declare under penalties of perjury, under the laws of the State of Texas that each of the above statements are true, correct, and complete to best of my knowledge, and as to those statements made under information and belief, I believe them to be true.

This Affidavit is dated: the 27 day of the Seventh Month in the Year of Our Lord Two Thousand Sixteen. Further Affiant Sayeth not.

Autograph Steven Elmer Hinds  
Steven Elmer Hinds,  
Without Recourse UCC 1-308

July 27 2016  
Date



**EXHIBIT 4**

**Third Affidavit to Greenwood  
Notice of Default, Judgment in Nihil Dicit  
and Final Opportunity to Cure  
(8 pages)**

**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]


On this 17 Day of September, 2016, I witnessed one copy being inserted into an envelope of the following:

Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure (7 Pages)

A total of Seven (7) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail Tracking No. 7016 0600 0000 7574 7699, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Texas

John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300

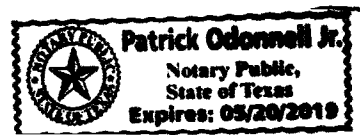
I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 17 day of September, 2016 at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

  
Signature, Notary Public for said State of Texas

8-17-16  
Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-2019



## Steven Hinds

240 County Road 250  
Burnet, Texas 78611

To: District Attorney John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300  
(512) 556-8282

### **NOTICE TO PRINCIPAL IS NOTICE TO AGENT NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

Date: September 17, 2016

To: District Attorney John Greenwood

Re.: RECEIPT No. 025221, warrantless invasion of private property and robbery of me by armed, uniformed, unidentified persons

### **Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure**

Affiant, Steven-Elmer Hinds, Affiant, is a Creature of the Most High God, a natural born living breathing soul, living in harmony with the natural laws of the creator of the boundless universe, and over the age of twenty-one, reserving all rights, and not waiving any rights or remedies statutory or procedural. This affidavit and statement of facts is based on Affiant's own firsthand knowledge and belief, mark Affiant's word. This Affidavit Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure is presented as evidence of dishonor pursuant to legal authority.

### **The Commercial Affidavit Process is Commercial Law**

The Commercial Affidavit Process (CAP) is a pre-common law process also referred to as a "commercial law process." All that is being done is the establishment of claims and obligations. The purpose of the CAP is to make claims and determine if the accused agrees or not. If the Accused does not contest the claims there is no dispute to be adjudicated thus the appropriate damages are consensually agreed-upon. Thus it is pre-judicial.

Commercial Law – These laws are so sound and so universally accepted that they cannot with impunity be overturned, overwritten or tampered with in any way: they are founded on eternal truths, needing no proof from anyone to justify their validity (i.e., self-evident); they are immutable; they provide equal justice to all parties of interest and thus are completely fair. It needs to be thoroughly understood that because it is driven by SWORN TRUTH, the Commercial Affidavit Process is outside the jurisdiction of any equity court. It is a private contract matter. Should an attempt be made to involve an equity court it would result in a trespass against the Affiant's rights: those interfering individuals, who were unlawfully involved, would themselves become one of the accused. An equity court has no jurisdiction whatsoever, for the CAP is strictly a non-judicial or pre-judicial process between individuals and is private.

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NO judge, court, law, or government can invalidate these commercial processes, i.e., an affidavit or complaint or a lien based thereon because no third party can invalidate someone's affidavit of truth. A judge CANNOT interfere with, tamper with, or in any way modify testimony without disintegrating the truth-seeking process of his profession, destroying the very fabric of his own occupation and abrogating the First Amendment which was established to protect truth. For a judge to interfere with testimony is to commit professional suicide and to invite countless civil and criminal repercussions. The Commercial Affidavit Process is by its very nature private, and strictly between parties of interest, only. It is unequivocally non-judicial.

1. Mr. Greenwood, on July 5, 2016 my Affidavit of Truth and Demand for Bill of Particulars was mailed Certified no.: 7015 0640 0005 1054 6688 and received on July 12, 2016 at 10:10 am at the above stated address.
2. Mr. Greenwood, on July 27, 2016 my second Affidavit Notice of Fault and Demand for Payment was mailed Certified no.: 7016 0600 0000 7574 7781 and received on July 28, 2016 at 10: 00 am at the above stated address.
3. Mr. Greenwood, my Affidavits only asked you to prove the claim as to how I could have guns pointed at me, how I could be detained, questioned and robbed of my cash and rights – all without a warrant, without jurisdiction, without probable cause, without a Miranda warning, and without due process of law.
4. Mr. Greenwood, the only way to respond to an affidavit is with a counter affidavit rebutting point for point that in which you disagree signed under penalty of perjury and notarized. Anything less is a non-response and is null and void.
5. Mr. Greenwood, your failure to dispute or respond constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavits were true, correct, legal, lawful and binding upon you, all the unknown officers, Jess Ramos, John Greenwood, and Eric Sakach, registered Humane USA Political Action Committee agent, 5301 Madison Ave., Ste. 2020, Sacramento, California 95841, to the terms of the Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and you accepted full commercial liability.
6. Mr. Greenwood, you had an opportunity to provide documented evidence that on July 5, 2016, I did not send by Certified Mail no.: 7016 0600 0000 7574 6688 an Affidavit and Demand for Bill of Particulars demanding that you prove all claims, charges, jurisdiction and authority, demanded that you return the \$1,344.00 cash that was stolen from me, demanded that you would be subject to \$10,000.00 penalty for failing to produce the requested documentation, Oaths of office, bonds, etc.; that you would be subject to other penalties, and you would be subject to punitive damages of \$10,000,000.00, and you failed to do so.
7. Mr. Greenwood, you had an opportunity to provide documented evidence that on July 27, 2016, I did not send by Certified Mail no.: 7015 0640 0005 1054 7781 a second Affidavit of Fault and Demand for Payment informing you that I noticed you of fraud and demanded remedy, you were at fault for failing to respond, and you failed to do so.
8. Mr. Greenwood, by your silence you agreed that you were notified of my request for documentation validating you and your agents' authority and jurisdiction to perform warrantless trespass, search and seizure of me and my property.

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9. Mr. Greenwood, by your silence you agreed that you were then notified that you and your agents committed fraud and failed to provide me remedy, and my second affidavit offered you an opportunity to cure.
10. Mr. Greenwood, you had an opportunity to provide documented evidence and valid law that the warrantless search of me and my billfold and subsequent seizure of my cash was void because it was obtained by extreme duress, threat, fear, intimidation, extortion, menace, fraud, and I was not in default for failing to respond within 72 hours, and you failed to do so.
11. Mr. Greenwood, by your silence you agreed that the action against me was fraudulent, criminal and void.
12. Mr. Greenwood, you had an opportunity to provide documented evidence and valid law that your failure to respond to my affidavit with written Notification that the entire action has been quashed, expunged, and my property/cash was returned to me, and you failed to do so.
13. Mr. Greenwood, by your silence you agreed that the entire action has been quashed and expunged as fraudulent and void.
14. Mr. Greenwood, trespass, warrantless detention, search and seizure of my property including my rights has caused me irreparable harm. My faith in law enforcement has been shattered.
15. Mr. Greenwood, your failure to rebut on a point by point basis equates to stipulation of the facts and admittance of all the conduct complained of in the affidavits.
16. Mr. Greenwood, because truth is sovereign in commerce and everyone is responsible for propagating the truth in all speaking, writing and acting, all commercial processes function via affidavit certified and sworn on each affiant's commercial liability as "true, correct, and complete," attesting under oath re the validity, relevance, and veracity of all matters stated, and likewise demanded.
17. Mr. Greenwood, your acceptance and approval of the terms of the Affidavit/Contract constitutes your agreement to the stipulated aggregate amount of damages for your actions.
18. Mr. Greenwood, having received the Affidavit of Truth, Demand for Bill of Particulars and Affidavit Notice of Fault and Demand for Payment and having failed to respond or tender payment in full with time now expired to do so, Mr. Greenwood you are now in default.
19. Mr. Greenwood, as an operation of law, you by acquiescence of the Affidavit of Truth and Affidavit Notice of Fault and Demand for Payment and failure to tender payment in full have created a default – your own default.

### DEFAULT

The only one who can rebut a Commercial Affidavit is the Accused who alone, by his own affidavit, must speak for himself and only for himself. If the Accused uses someone else to speak for him, the third party must speak for and in behalf of the Accused as if he were the Accused; and the Accused still stands completely liable as if he himself were speaking. If however, the third party is identified as separated from the Accused, he also becomes a co-party with the Accused as an accomplice, thus a co-conspirator has no immunity whatsoever.

Every charge or claim contained in the Affiant's Affidavit must be rebutted point-for-point by the Accused. The Accused's rebuttal must be done in the form of an Affidavit of Truth. That means it must be SWORN TESTIMONY. The Accused/Affiant must swear to the truth, the correctness and the certainty of his or her rebuttals within that affidavit, thereby assuming complete

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liability for the statements contained in it and must be prepared to prove his or her statements, preferably with documentation that is unimpeachable.

Failure to follow the correct process of rebutting the charges or ANY ATTEMPT TO PRESENT REBUTTAL EVIDENCE THAT IS NOT SWORN AS BOTH TRUE and "THE WHOLE TRUTH" INVALIDATES such response as if no evidence or rebuttal were given at all. SUCH FAILURE IS FATAL TO THE DEFENSE!

Mr. Greenwood, your failure to respond to the Affidavit of Truth and Demand for Bill of Particulars and the Affidavit Notice of Fault and Demand for Payment or tender payment places you in **default**. For the course of dealing, set forth herein, with your failure, refusal, or neglect to respond with a verified response to the Affidavit of Truth and Affidavit Notice of Fault and Demand for Payment or tender payment constitutes failure to perform in good faith and your acquiescence and tacit agreement with all terms, conditions and stipulations set forth within this Affidavit Notice of Default, Judgment in Nihil Dicit.

### DEMAND FOR PAYMENT

Affiant reserves the right to amend and correct and adjust the Accounting and Demand to reflect injuries due to continued actions.

Mr. Greenwood, by your silence you agreed to the stipulated aggregate amount of damages for your actions of sitting idly by and failing to act upon fraud and crime reported to you by me (making you an *accessory*, Title 18 U.S.C. § 4), depriving me of my intangible rights to honest services from a government employee (fraud and swindle Title 18 U.S.C. §§ 1341–1346), operating a state facility directly or indirectly receiving federal funds as a racketeering enterprise (Title 18 U.S.C. §§ 666, 1951-1964), permitting breach of the law and constitution in your facility under your supervision, and deprivation of my unalienable rights including my rights to privacy, due process, just compensation, and pursuit of happiness under color of law (Title 18 U.S.C. §§ 241, 242).

Mr. Greenwood, you were given notice in my second affidavit sent to you on July 27, 2016 Certified no.: 7016 0600 0000 7574 7798 and received on July 28, 2016 at 10: 00 a.m., at paragraph 9 on page 4 and paragraph 19 on page 5 that you had 30 days to prove your claims that the actions of your agents/employees were valid in detaining, questioning and taking my property/money/rights without a warrant, and you failed to respond. I also gave you an opportunity to make me whole for the unlawful actions of your office, agents and employees, and to settle this outside of court:

9. Let it be known to all that I, Steven Elmer: Hinds, a living man, reserve my right not to be compelled to perform under any contract, commercial agreement or *bankruptcy* that I did not enter knowingly and with full disclosure, voluntarily, and intentionally. I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement. I am not ever subject to silent contracts, and have never knowingly or willingly contracted away my sovereignty. Violation fee for deprivation of my liberty is \$250,000.00 per incident or per 15 minutes or any part thereof.

19. Mr. Greenwood, you have thirty (30) days from the receipt of this Affidavit to send by certified mail a cashier's check for the following amount: Two Hundred Fifty One Thousand, three hundred and forty four Dollars (\$251,344.00) made out to Steven Elmer Hinds c/o Notary Public 3<sup>rd</sup> party witness listed above. The amount will increase One Hundred Dollars (\$100.00) a Day for each and every day for any future injury or until paid in full. Failure to comply would be Dishonor and Default. Actions that may be taken to



CERTIFIED NO.: 7016 0600 0000 7574 7699

cure the Default include but are not limited to: filing a complaint with several Federal and State agencies for fraud, civil rights violations and identity theft due to the crimes against me.

**TAKE NOTICE:** Your failure to prove your claim and respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Steven Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

ITEM	QUANTITY	COST
Agents' actions (3 agents @ \$5,000.00 per agent)		\$ 15,000.00
Failure to provide bonds/malpractice insurance carrier		\$ 10,000.00
Documents filed/mailed (3 documents @ \$5,000.00 ea.)		\$ 15,000.00
Value of property taken \$1,344.00 cash X 3 (treble damages)		\$ 4,032.00
Deprivation of my liberty		\$250,000.00
Penalty for failing to settle @ \$100.00 per day from August 28, 2016 to September 15, 2016 (18 days)		\$ 1,800.00
Irreparable harm (amount to increase for each future injury or until paid in full)		
<b>TOTAL:</b>		<b>\$295,832.00</b>

Mr. Greenwood, you have thirty (30) days from the receipt of this Affidavit to send by certified mail a cashier's check for the following amount: Two hundred and ninety-five thousand, and eight hundred and thirty-two Dollars (\$295,832.00) made out to Steven Hinds c/o Notary Public 3<sup>rd</sup> party witness listed below and the amount will increase at the rate of \$100.00 per day and for every future injury or until paid in full. It is mandatory that if, John Greenwood elects to respond to the foregoing, any such response must be done by delivering payment as stated in Affiant's Affidavits to the Notary address listed.

Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

John Greenwood is granted Thirty (30) days to make full payment of the Sum Certain in certified funds as stated above and as evidenced in Affiant's Affidavits. Failure to comply would be Dishonor.

John Greenwood, **YOU ARE HEREBY NOTICED THAT** failure to respond as herein required to the Affiant, within the herein prescribed time of thirty (30) days will be deemed by the Affiant to invoke the doctrine of acquiescence and admission, to recover, in commerce, the lost or damaged properties plus damages, penalties and costs.

This is a notification of Default Judgment in Nihil Dicit and no other notification will be sent to you. Collection of this lawful claim against you and your bonds, insurance policies, 401-K, 801-K, any type of retirement accounts, properties, or any other source of revenue to cure the default will begin in thirty (30) days if this claim is not paid in full.

Mr. Greenwood, Affiant has exhausted his administrative remedy. It is clear that you refused to respond/rebut Affiant's Affidavits, prove your claim and you leave me NO other options but to take legal action and file a complaint with the Department of Justice, United States Attorney General, Judicial Council, the District Court, my local Senator's Office and other governmental agencies for

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Remedy and Restitution afforded to me, as I reserve all my rights afforded to me under UCC 1-308 (formerly known as 1-207).

Mr. Greenwood, you can explain to the above listed governmental agencies as to why you failed to respond/rebut Affiant's Affidavits, prove your claim, sat idly by, and failed to act upon fraud.

### **FINAL OPPORTUNITY TO CURE**

Mr. Greenwood, in the event that your failure to take the remedy offered in my original Affidavit and Demand for Bill of Particulars, then my second Notice of Fault and Demand for Payment was an oversight, mistake or otherwise unintentional, Affiant, Steven Hinds grants you ten (10) days to cure the default and effect the remedy as stipulated below:

1. Mr. Greenwood, if you contact the Notary Public 3<sup>rd</sup> party witness within ten 10 days in writing stating that you will be expunging any action against Steven Hinds, returning his \$1,344.00 cash to him X 3 (treble damages) for a total of \$4,032.00, plus at least 3 agents' actions of detaining, questioning, robbing me and pointing guns at me without a warrant @\$5,000.00 each times 3 totaling \$15,000.00; plus \$10,000.00 for failing to provide bonds/malpractice insurance carrier; plus documents filed/mailed (3 documents @ \$5,000.00 ea.) totaling \$15,000.00, deprivation of my liberty as stated in my second Affidavit \$250,000.00, plus \$100.00 per day for non-settlement from August 28, 2016 to September 15, 2016 (18 days) for a total of \$1,800.00, for a grand total of Two hundred and ninety-five thousand, and eight hundred and thirty-two Dollars (**\$295,832.00**), then NO further actions will need to be taken, no fees will need to be collected for damages and this matter will be considered closed.

This is the final opportunity to cure your non-response to Steven Hinds' Affidavits. This is my good faith offering to settle all issues in controversy. Mr. Greenwood, if you do not respond to the affidavit point by point or address the offer for the opportunity to cure, then further action whether administrative or judicial will be taken for the injuries caused by your actions, and all damages will be incurred retroactively. Steven Hinds is trying to address this controversy reasonably. Failure to cure will constitute, as an operation of law, the FINAL admission of the obligation by John Greenwood through *tacit procuration* to the Commercial Affidavit and the whole matter shall be deemed settled RES JUDICATA and STARE DECISIS. John Greenwood may not argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative or judicial.

### **YOU HAVE BEEN GIVEN NOTICE. THE CHOICE IS YOURS. CHOOSE WISELY.**

This is a private communication and is intended to effect an out-of-court settlement of this matter. Conduct yourself accordingly. Should any provision on this agreement be found to not be enforceable by order of a court of competent jurisdiction, it shall not adversely affect any other provision of this agreement and reasonable opportunity and effort shall be taken to modify it to become enforceable.

Please forward all responses to the Notary Public address above for 3<sup>rd</sup> party verification and tracking. Responses not sent to the Notary address listed, as outlined within this Affidavit will constitute non response, and will be **Null and Void**, so act in Honor and respond accordingly.

“Equality under the Law is PARAMOUNT and MANDATORY by Law”

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT, NOTICE TO THE AGENT  
IS NOTICE TO PRINCIPAL

Applicable to all successors and assigns  
Silence is Acquiescence/Agreement/Dishonor

I declare under penalties of perjury, under the laws of the State of Texas that the above is true,  
correct, and complete to the best of my knowledge.

This Affidavit is dated: the 17 day of the Ninth Month in the Year of Our Lord Two Thousand  
Sixteen. Further I Sayeth not.

Autograph Steven Hinds  
Steven Hinds, Affiant  
All Rights Reserved UCC 1-308

**EXHIBIT 5**

**Fourth Affidavit to Greenwood  
Affidavit of Non-Response  
(3 pages)**

CERTIFIED NO.: 7016 0600 0000 7574 7712

**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]


On this 4<sup>th</sup> Day of November, 2016, I witnessed one copy being inserted into an envelope of the following:

Affidavit of Non-Response (2 Pages)

A total of Two (2) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail No. 7016 0600 0000 7574 7712, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Texas.

John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300

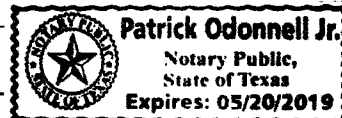
I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 4<sup>th</sup> of November 2016 at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

  
Signature, Notary Public for said State of Texas

11-4-16  
Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-19



CERTIFIED NO.: 7016 0600 0000 7574 7712

## AFFIDAVIT OF NON-RESPONSE

To: John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300

From: Steven Elmer Hinds  
240 County Road 250  
Burnet, Texas 78611

RE: Affidavit of Non-Response

Affiant is a Creature of the Most High God, a natural born living breathing soul, living in harmony with the natural laws of the creator of the boundless universe, and over the age of twenty-one, reserving all rights, and not waiving any rights or remedies statutory or procedural.

This affidavit and statement of facts is based on Affiant's own firsthand knowledge and belief, mark Affiant's word. This Affidavit of Non-Response is presented as evidence of dishonor pursuant to legal authority.

On this 4 day of November, 2016 A.D. for the purpose of verification, I, the undersigned Affiant, do affirm that I have received no response from the Affidavit of Truth and Demand for Bill of Particulars, Second Affidavit: Affidavit of Fault and Demand For Payment, and Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure that were sent by certified mail to the following recipient:

John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300

On July 5, 2016 I mailed an Affidavit of Truth and Demand for Bill of Particulars was mailed Certified no.: 7015 0640 0005 1054 6688 and delivered on July 12, 2016 at 10:10 a.m. at the above stated address. You did not respond as of the date of this mailing.

On July 27, 2016 I mailed a Second Affidavit: Affidavit of Fault and Demand For Payment. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7781 and delivered on July 28, 2016 at 10:00 a.m. at the above stated address. You did not respond as of the date of this mailing.

On September 17, 2016 I mailed an Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7699 delivered September 30 at 9:36 a.m. at the above stated address. You did not respond as of the date of this mailing. Please forward all responses to the Notary Public address above for 3<sup>rd</sup> party verification and tracking. Responses not sent to the Notary address listed, as outlined within



CERTIFIED NO.: 7016 0600 0000 7574 7712

this Affidavit will constitute non response, and will be **Null and Void**, so act in Honor and respond accordingly.

“Equality under the Law is PARAMOUNT and MANDATORY by Law”

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT NOTICE TO THE AGENT  
IS NOTICE TO PRINCIPAL  
Applicable to all successors and assigns

Silence is Acquiescence/Agreement/Dishonor

Affiant, Steven Elmer Hinds, a living, breathing, flesh-and-blood man, does affirm on Affiant's own unlimited commercial liability, that Affiant has scribed and read the foregoing facts contained in this Affidavit, and that, in accordance with the best of Affiant's firsthand knowledge and conviction, such are true, correct, complete, and not misleading, the truth, the whole truth, and nothing but the truth.

This Affidavit is dated: the 4 day of the Eleventh Month in the Year of Our Lord Two Thousand Sixteen Further Affiant Sayeth not.

Autograph



Steven Elmer Hinds

UCC 1-308

**EXHIBIT 6**

**Fifth Affidavit to Greenwood  
Notary Affidavit of Non-Response  
(1 page)**

CERTIFIED NO.: 7016 0600 0000 7574 7293

**NOTARY AFFIDAVIT OF NON-RESPONSE**

Pat O'Donnell - Notary Public  
 203 S. Water St.  
 Burnet, Texas [78611]

On this 12<sup>th</sup> day of December, A.D. 2016 for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County of Burnet, State of Texas noted above, do certify that for Claimant, Steven Elmer Hinds, Secured Party Creditor, Executive Trustee for the Trust known as STEVEN ELMER HINDS, I have received no responses from the Affidavit of Truth and Demand for Bill of Particulars sent by Certified Mail #7015 0640 0005 1054 6688; the Second Affidavit: Affidavit of Fault and Demand For Payment sent by certified Mail #7016 0600 0000 7574 7781; an Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure sent by Certified Mail #7016 0600 0000 7574 7699; and Affidavit of Non-Response sent by Certified Mail #7016 0600 0000 7574 7712 to the following recipient:

John Greenwood  
 P.O. Box 1300  
 Lampasas, Texas 76550-1300

On July 5, 2016 I witnessed the mailing of Affidavit of Truth and Demand for Bill of Particulars, Certified no.: 7015 0640 0005 1054 6688, which was delivered on July 12, 2016 at 10:10 a.m. at the above stated address. John Greenwood, you did not respond as of the date of this mailing.

On July 27, 2016 I witnessed the mailing of Second Affidavit: Affidavit of Fault and Demand For Payment, Certified Mail Tracking No. 7016 0600 0000 7574 7781, delivered on July 28, 2016 at 10: 00 a.m. at the above stated address. John Greenwood, you did not respond as of the date of this mailing.

On September 17, 2016 I witnessed the mailing of Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure, Certified Mail Tracking No. 7016 0600 0000 7574 7699, delivered September 30 at 9:36 a.m. at the above stated address. John Greenwood, you did not respond as of the date of this mailing.

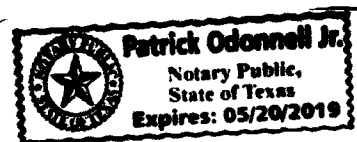
On November 4, 2016 I witnessed the mailing of Affidavit of Non-Response, Certified Mail Tracking No. 7016 0600 0000 7574 7712, delivered on November 7, 2016 at 2:31 p.m. at the above stated address. John Greenwood, you did not respond as of the date of this mailing.

  
 Signature, Notary Public for said State of Texas

12-12-16  
 Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-19



**EXHIBIT 7**

**First Affidavit to Ramos  
Demand for Bill of Particulars  
(12 pages)**

CERTIFIED MAIL # 7015 0640 0005 1054 6695

**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]


On this 5<sup>th</sup> Day of July, 2016, I witnessed one copy being inserted into an envelope of the following:

Affidavit and Demand for Bill of Particulars (11 Pages)

A total of Eleven (11) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail Tracking No. 7015 0640 0005 1054 6695, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive care and custody of the U.S. Postal Service within the State of Texas

Sheriff, Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550

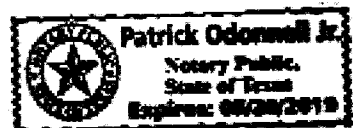
I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 5<sup>th</sup> day of July, 2016 at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

  
Signature, Notary Public for said State of Texas

7-5-16  
Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-19



CERTIFIED MAIL # 7015 0640 0005 1054 6695

**Steven Hinds**  
240 County Road 250  
Burnet, Texas 78611

To: Sheriff, Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550  
(512) 556-8255

Re: RECEIPT No. 025221, warrantless invasion of private property and robbery of me by armed, uniformed persons

Date: July 5<sup>th</sup>, 2016

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT  
NOTICE TO THE AGENT IS NOTICE TO PRINCIPAL

## **Affidavit and Demand for Bill of Particulars**

Affiant, Steven Elmer Hinds, a living man and NOT a corporation, explicitly reserves all of my rights, see Uniform Commercial Code UCC 1-308 which was formally UCC 1-207. I reserve all of my rights and liberties given to me by God and NOT dispensed to me by Man at all times and in all places, nunc pro tunc (now for then).

On Saturday June 11, 2016, I was enjoying my so-called God-given constitutionally protected rights and freedoms otherwise known as privacy, life, liberty, and the pursuit of happiness with 1<sup>st</sup> Amendment fellowship and right to assemblage with like-minded people on private property off County Road 3010, Lampasas County, Texas.

About 12:00 p.m., the property was invaded by around 15 armed, uniformed men and a helicopter under the direction of then-Sheriff David Whitis. I was in great fear about the helicopter, as it was really low, doing twists and turns, and I thought it was going to crash. I ran outside in terror. Uniformed men appeared, and one of them had a rifle pointed at my father, and said "get on the ground." None of them identified themselves as police, and never produced a warrant in my presence. The uniformed man didn't identify himself as a cop. I was in extreme fear, and didn't want to surtle him because I didn't want him to shoot my father. I never heard anybody say "stop" or "this is the police" or "we have a warrant" or anything like that. Just men with guns and uniforms.

I lay down on the ground, frozen by fear. I overheard them questioning my father, then I observed one of them put something into the back of my father's suburban. Later, another one came along and questioned my father about "gaffs" in his car.

I lay on the ground for almost two hours in terror, after which I was told to get up. I was questioned without a warrant being handed me and without being Mirandized. I was surrounded by around 5-6 of these armed individuals, one of which took my wallet from me, asked me my name, then asked me how much money I had, then he took all my money from out of my wallet



CERTIFIED MAIL # 7015 0640 0005 1054 6695

– \$1,344.00. The individual who did this was named “Avila,” and I told him take a thumb drive along with my money. He refused, and demanded to know why, so I told him because it has constitutional law and supreme court cases on it.

Avila then asked me if I understood what’s going on here. I answered no, I do not. Avila said, “this is an investigation. Fighting the birds is illegal, and if it is determined that you have legal rights to that money, it will be returned to you.” I told him that “if that’s what’s going to happen to my money, then this thumb drive has to go with my money.” He asked me why? I told him again that it’s because it has constitutional law and supreme court case law on it. He put it in the brown envelope with my money. I told him I needed it on the receipt, so I gave him the receipt, he added it on, and gave me back a receipt No. 025221.

This incident, during which I was detained, terrorized and robbed is tantamount to warrantless, illegal search and seizure, robbery and deprivation of rights under color of law, use of threat, fear and intimidation to deprive me of my God-given rights secured by the U.S. Constitution under color, conspiracy to deprive rights under color of law, and intentional infliction of emotional distress. The Constitution grants courts two different criminal jurisdictions: One is a criminal jurisdiction under a Common Law, and the other is a criminal action that constitutes a condition of contract under the criminal aspects of a colorable Admiralty jurisdiction. I have a 6<sup>th</sup> Amendment right to know the true nature of any action against me. In order to determine the true nature, cause and claims of this incident, and determine who was acting under what color of law or who was an imposter, I hereby demand the following:

### **Documentation Requested:**

- 1) Verified COMPLAINT or Claim against Steven Hinds backed by Grand Jury indictment in this action,
- 2) Application for search/seizure warrant to enter private land where Steven Hinds was a visitor;
- 3) Warrant to enter private land where Steven Hinds was a visitor;
- 4) Affidavit in support of Application for Warrant;
- 5) Return of warrant;
- 6) Full name of Judge who presided over the hearing;
- 7) Transcripts of the hearing;
- 8) Abstract of Judgment;
- 9) Judge’s Constitutionally required Oath of Office or Oath of Allegiance;
- 10) Judge’s Bond;
- 11) Judge’s address to private chambers, where he or she can receive correspondence;
- 12) “Avila’s” full name;
- 13) Operation Order;
- 14) Probable cause Affidavits;
- 15) Power points of mission brief;
- 16) After action report;
- 17) Pictures/videos;

CERTIFIED MAIL # 7015 0640 0005 1054 6695

- 18) Evidentiary list – list of everything as evidence;
- 19) Chain of custody list for all 220 roosters;
- 20) Chain of custody for all collectibles seized;
- 21) Court order authorizing custody and care of the 220 seized roosters;
- 22) Disposition and current location of the 220 roosters;
- 23) Your certified copy of Constitutionally required Oath of Office or Oath of Allegiance and copies of all bonds you are required to obtain according to law;
- 24) Your Bond;
- 25) Your Statement of Economic Interest;
- 26) Your delegation of authority to Eric Sakach of California to act as law enforcement agent;
- 27) Written delegation of authority from any law enforcement agency within the state of Texas to Eric Sakach authorizing him to act as a law enforcement agent;
- 28) The full name of Eric Sakach's informant or investigator;
- 29) Avila's certified copy of Constitutionally required Oath of Office or Oath of Allegiance and copies of all bonds you are required to obtain according to law;
- 30) Avila's Bond;
- 31) Avila's Statement of Economic Interest.
- 32) The name of the Chief Judge and his or her address who authorized this action and his or her Employee Bonding Company with specific policy number.
- 33) The name of the Chief Judge and his or her address who authorized this action and his or her Employee Bonding Company and his or her EIN number.
- 34) The name of the Chief Clerk for the Chief Judge who authorized this action and his or her EIN number.
- 35) COUNTY OF LAMPASAS' Employee Bonding Company with specific policy number.
- 36) COUNTY OF LAMPASAS' Dunn & Bradstreet number.
- 37) COUNTY OF LAMPASAS' North American Identification Classification (NAISC) number.
- 38) COUNTY OF LAMPASAS' Texas-registered Contractor's Central Registration (CCR) number under the Department of Defense (DOD).
- 39) COUNTY OF LAMPASAS' Commercial and Government Entity (CAGE) number.
- 40) COUNTY OF LAMPASAS' Employer Bonding Company – names and addresses. If the COUNTY OF LAMPASAS is Self Insured, identify the official list of its assets that financially back its Self Insurance Program.
- 41) COUNTY OF LAMPASAS Employee Identification Number (EIN).
- 42) COUNTY OF LAMPASAS Sheriff's Department Employee Bonding Company with specific policy number Employee Bonding Company with specific policy number.
- 43) COUNTY OF LAMPASAS Sheriff's Department Required Fidelity, Surety, or Security Bond(s).
- 44) COUNTY OF LAMPASAS Sheriff's Department Dunn & Bradstreet number.

CERTIFIED MAIL # 7015 0640 0005 1054 6695

- 45) COUNTY OF LAMPASAS Sheriff's Department North American Identification Classification (NAISC) number.
- 46) COUNTY OF LAMPASAS Sheriff's Department Texas-registered Contractor's Central Registration (CCR) number under the Department of Defense (DOD).
- 47) COUNTY OF LAMPASAS Sheriff's Department Commercial and Government Entity (CAGE) number.
- 48) COUNTY OF LAMPASAS Sheriff's Department Employer Bonding Company – names and addresses. If the COUNTY OF LAMPASAS Sheriff's Department is Self Insured, identify the official list of its assets that financially back its Self Insurance Program.
- 49) All 15+ officers' full names, seeing as I got only two names – “Avila” and “Barnes” and I was never presented with a warrant or Mirandized.
- 50) Delegation of Authority Order or other such papers from you to the Texas Rangers, Department of Public Safety personnel, Parks and Wildlife personnel, agents, employees, or deputies and other officers to file charges in the name of the People.
- 51) COUNTY OF LAMPASAS' Official Title of Texas Rangers, Department of Public Safety personnel, Parks and Wildlife personnel, agents, employees, or deputies.
- 52) Official location where the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees can experience or receive service of process if later deemed necessary.
- 53) COUNTY OF LAMPASAS' Delegation of Authority Order from Federal Housing and Urban Development (HUD).
- 54) COUNTY OF LAMPASAS' Required Fidelity, Surety, or Security Bond(s).
- 55) All public complaints and disciplinary action records pertaining to the above Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees for the past five years.
- 56) Latest Official COUNTY OF LAMPASAS Personnel Identification photographs for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees.
- 57) COUNTY OF LAMPASAS' Blank Job Description Form for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' duties required for present positions *at the time positions were filled*.
- 58) COUNTY OF LAMPASAS' Blank Job Description Form for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' duties required for present position *at this time*.
- 59) COUNTY OF LAMPASAS' List of education and training required for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' present positions before hiring.
- 60) COUNTY OF LAMPASAS' Probationary time period specified for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' present positions.
- 61) COUNTY OF LAMPASAS' Administrative Regulations specifying Job Description for the Code Enforcement employees.

CERTIFIED MAIL # 7015 0640 0005 1054 6695

- 62) COUNTY OF LAMPASAS' Administrative Regulations specifying on-the-job training for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees.
- 63) COUNTY OF LAMPASAS' Administrative Regulation specifying disciplinary procedures.
- 64) COUNTY OF LAMPASAS' Administrative Regulation specifying Complaint procedures.
- 65) Official job Resume the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees offered to the COUNTY OF LAMPASAS.
- 66) Official blank job or office application for the present COUNTY OF LAMPASAS positions held by the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees.
- 67) The required statement disclosing each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee's investments, interests in real property, and any income received during the immediately preceding 12 months of COUNTY OF LAMPASAS employment.
- 68) The statement required to be filed each year at the time specified by commission regulations, disclosing investments, interests in real property and personnel income for each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee during the period since the previous statement was filed.
- 69) The statement disclosing investments, interests in real property, and personal income during the period since the previous statement for each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee. The statement shall include any investments and interests in real property held at any time during the period covered by the statement, whether or not they are still held at the time of filing.
- 70) The statement of any investment or an interest in real property required to be disclosed by each of the above Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee under the subject article that contains:
  - a) A statement of the nature of the investment or interest,
  - b) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged,
  - c) The address or other precise location of the real property,
  - d) A statement whether the fair market value of the investment or interest in real property equals or exceeds one thousand dollars (\$1,000) but does not exceed ten thousand dollars (\$10,000), whether it exceeds ten thousand dollars (\$10,000) but does not exceed one hundred thousand dollars (\$100,000), or whether it exceeds one hundred thousand dollars (\$100,000), and
  - e) In the case of a statement filed under Sections 87203 or 87204, if the investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.
- 71) The income statement for each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee required by law to be on file.

CERTIFIED MAIL # 7015 0640 0005 1054 6695

- 72) The name and address of each source of income aggregating two hundred fifty dollars (\$250) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source.
- 73) A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least two hundred fifty dollars (\$250) but did not exceed one thousand dollars (\$1,000), whether it was in excess of one thousand dollars (\$1,000) but was not greater than ten thousand dollars (\$10,000), or whether it was greater than ten thousand dollars (\$10,000).
- 74) A description of the consideration, if any, for which the income was received.
- 75) In the case of a gift, the amount and the date on which the gift was received.
- 76) In the case of a loan, the annual interest rate, the security, if any, given for the loan, and the term of the loan.
- 77) When the filer's pro rata share of income to a business entity, including income to a sole proprietorship is required to be reported, the statement shall contain:
- a) The name, address, and a general description of the business activity of the business entity.
  - b) The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from that person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.
- 78) When a payment, including an advance or reimbursement for travel is required to be reported pursuant to this section, it may be reported on a separate travel reimbursement schedule which shall be included in the filer's statement of economic interest. A filer who chooses not to use the travel schedule shall disclose payments for travel as a gift, unless it is clear from all surrounding circumstances that the services provided were equal to or greater in value than the payments for the travel, in which case the travel may be reported as income.
- 79) The statement required to be filed by each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee that shall disclose any business positions held by these employees. For purposes of said section, "business position" means any business entity in which the filer is a director, officer, partner, trustee, employee, or holds any position of management, if the business entity or any parent, subsidiary, or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction or has done business in the jurisdiction at any time during the two years prior to the date the statement is required to be filed.
- 80) The statement required to be filed by each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee of any gift totaling fifty dollars (\$50) or more in a calendar year to any person described therein on behalf of another, or while acting as the intermediary or agent of another, without disclosing to the recipient of the gift both his own full name, street address, and business activity, if any, and the full name, street address, and business activity, if any, of the actual donor. If the recipient of the gift is the above named person, it shall be included in his or her Statement of Economic Interests, and shall include the full name, street address, and business activity, if any, of the intermediary or agent and the actual donor.



CERTIFIED MAIL # 7015 0640 0005 1054 6695

81) A copy of the adopted and promulgated Conflict of Interest Code for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees, which shall have the force of law and which shall have all of the following provisions:

- (a) Specific enumeration of the position within the agency, other than those specified therein, which involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest for such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable by the civil servant employees. An investment, business position, interest in real property, or source of income shall be made reportable by the Conflict of Interest Code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeable be affected materially by any decision made or participated in by the designated employee by virtue of his or her position.
- (b) Requirements that designated employee, other than those specified in Section 87200, file statements at times and under circumstances described in this section, disclosing reportable investments, business positions, interests in real property and income. The information disclosed with respect to reportable investments, interests in real property, and income shall be the same as the information required therein. The first statement filed under a Conflict of Interest Code by a designated employee shall disclose any reportable investments, business positions, interests in real property, and income. An initial statement shall be filed by each designated employee within 30 days after the effective date of the Conflict of Interest Code, disclosing investments, business positions, and interests in real property held on the effective date of the Conflict of Interest Code and income received during the 12 months before the effective date of the Conflict of Interest Code. Thereafter, each new designated employee shall file a statement within 30 days after assuming office, or if subject to State Senate confirmation, 30 days after being appointed or nominated, disclosing investments, business positions, and interests in real property held on, and income received during the 12 months before, the date of assuming office or the date of being appointed or nominated, respectively. Each designated employee shall file an annual statement, at the time specified in the Conflict of Interest Code, disclosing reportable investments, business positions, interest in real property and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year. Every designated employee who leaves office shall file, within 30 days of leaving office, a statement disclosing reportable investments, business positions, interests in real property, and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.
- (c) Specific provisions setting forth any circumstances under which designated employees or categories of designated employees must disqualify themselves from making, participating in the making, or using their official position to influence the making of any decision. Disqualification shall be required by the



CERTIFIED MAIL # 7015 0640 0005 1054 6695

Conflict of Interest Code when the designated employee has a financial interest, which it is reasonably foreseeable may be affected materially by the decision. No designated employee shall be required to disqualify himself or herself with respect to any matter which could not legally be acted upon or decided without his or her participation.

- (d) For any position enumerated therein, an individual who resigns the position within 12 months following initial appointment or within 30 days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within 30 days of the date of a notice mailed by the filing officer, the individual shall do both of the following:

- (1) File a written resignation with the appointing power.
- (2) File a written statement with the filing officer on a form prescribed by the commission and signed under the penalty of perjury stating that the individual, during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

- 82) Contracts wherein Steven Hinds (living man with upper and lower case spelling of my name) has knowingly and with full disclosure waived any rights including rights to set-off regarding claims or liens against his legal fiction/corporate franchise entity designated as STEVEN HINDS (upper case spelling).
- 83) Chain of custody securitizing citation(s) against franchise STEVEN HINDS (upper case corporation), and the routing numbers, CUSIP numbers, names, and EIN numbers of investors.
- 84) Contract with STEVEN HINDS (corporation) and Steven Hinds (living man) giving full disclosure and permission to securitize each individual, or Steven Hinds' cestui que Trust to be sold to any investors, and names of investors.
- 85) The Bank Account number and Depository Agreement signed by the Clerk of Court for deposit into the Federal Reserve Bank of New York, in New York City.
- 86) The name of the Escrow Agent used as a go-between – between the Clerk's Office and the Federal Reserve Bank of New York.
- 87) The securities listed through the Seventh Circuit (Chicago, IL), and then sent to the Depository Trust Clearing Corporation (DTCC), the clearinghouse, who lists the securities for trading.
- 88) Lawyers' case numbers to buy equity securities, as all of the lawyers involved are acting a private debt collectors according to the Federal Fair Debt Collection Practices Act (FDCPA) Title 15 § 1692. The BAR Association exempts them from having to be registered as such; however, they operate through call warrants, which are like a put, or a call. Doing margin

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calls is where they convert a case through – similar to a Writ of Execution – and use the case number to buy equity securities.

- 89) Routing information and CUSIP numbers between COUNTY OF LAMPASAS, COUNTY OF LAMPASAS Sheriff's Department, Department of Public Safety, Texas Rangers and Steven Hinds (living man) giving full disclosure of securitization of each individual or their cestui que Trusts to be sold to any investors, and names of investors.
- 90) Contracts with STEVEN HINDS and said investors, and investor's names.
- 91) The NAICS (North American Identification Security Classification) number stamped on the judgment ("Pay to the Order Of"), and the name of the agency to which it is delivered.
- 92) The Dunn's number (Dunn & Bradstreet) for the agency receiving the judgment.
- 93) The Depository Agreement signed by the Clerk of Court.
- 94) The name of the Escrow Agent used as the go-between – between the Clerk's Office and the Federal Reserve Bank of New York.
- 95) The number of the account that the securities list through the Seventh Circuit (Chicago, IL), with Depository Trust Corporation (DTCC).
- 96) List the exact name and routing number of the hedge fund where everything filed into court is securitized, turned into negotiable instruments, then turned into securities, then sold as commercial items, calling them distress debts (Unifund), then pooled together in a hedge fund, where they are sold globally.
- 97) The court's account number with the IMF (International Monetary Fund) under Interpol.
- 98) The Judge's Oath of Office with the IMF.
- 99) The 1099 OID showing Steven Hinds as recipient of the funds, unless the county wishes to close this account.
- 100) A copy of the Depository Resolution Agreement from the Clerk of Court for making deposits into the Federal Reserve Bank of New York via electronic funds transfers (EFTs).
- 101) The Clerk's PMIA (Private Money Investment Account), which also has a government code.
- 102) Since all 1099s are Class 5 gift and estate taxes, I am asking for a 1099 OID in this case, as I am not willing to gift you or the county the proceeds, and demand the proceeds in their entirety plus interest.
- 103) A copy of the Depository Resolution Agreement from the Clerk of Court, and a W-9 from the Judge and the prosecuting Attorney involved, if you wish to proceed with this case.

**TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Steven Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

- I) Five Thousand Dollars (\$5,000.00) for injuries by your or your agents' actions per person per occurrence,
- II) Ten Thousand Dollars (\$10,000.00) for failure to provide copies of all bonds and malpractice insurance carrier per person per occurrence,

CERTIFIED MAIL # 7015 0640 0005 1054 6695

- III) Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV) The value of said property taken (\$1,344.00) plus treble damages,
- V) Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI) You tacitly agree that you will compensate Steven Hinds for all costs; fees and expenses incurred in defending this action against you.

### **Notice of Reservation of Affiant's Rights to Initiate a Counterclaim and File a Claim Against Official Bond**

1. If, Jess Ramos, as such by commission, omission or otherwise, you: (a) Fail to give me, Steven Hinds, Affiant information requested and submit the appropriate document back to me with an Affidavit signed under penalty of perjury, (b) Make a false representation, (c) Make a false misrepresentation of the herein above-referenced action, (d) Make a false representation of the legal status of herein above-referenced action, then I, Steven Hinds, may initiate a counterclaim/claim against the official Bond of Jess Ramos as well as the Bond of any principle, agent, assignee and the likes, of Jess Ramos, whose acts/omissions resulted in, and/or are continuing to result in Steven Hinds sustaining any tort injury(s).

2. Jess Ramos has no lawful, bona fide reason for not submitting the requested documents and information. This is my attempt to determine the nature and basis of a case/counterclaim against Jess Ramos, and any information contained within Jess Ramos' disclosure statement, as well as any information obtained otherwise, such as by Jess Ramos' commissions, omissions and the likes, will be used for that purpose.

3. Jess Ramos, you have Ten (10) days to produce the evidence requested or rebut my affidavit point for point to that in which you disagree, by submitting a counter affidavit to the Notary Public 3<sup>rd</sup> party for third party witness tracking verification listed below:

Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

4. Failure to respond and send said response via the notary will be deemed a dishonor of this Affidavit incurring an additional charge of \$10,000.00. The Affidavit is evidence that may be used according to the Federal Rules of Evidence to prosecute or enforce any default by you in this matter.

5. Jess Ramos, you are required to have an oath of office on file for public scrutiny, and Bonds to guarantee your faithful performance of your duties, pursuant to your oath as the law requires, as well as malpractice insurance. I respectfully demand that you send me a certified copy of your timely filed oath of office and copies of all bonds you are required to obtain according to law including documented proof of your malpractice insurance.

6. Steven Hinds declares that as his un-enfranchised status as a preamble American Citizen of the guaranteed "Republican form" of government known as The United States of America and inhabitant of Texas, that without a corpus delicti, no court, judicial or legislative tribunal has a criminal jurisdiction over his person or property. Since no warrant was given me, I am free to presume

CERTIFIED MAIL # 7015 0640 0005 1054 8695

that there was no Verified Complaint ever timely prepared and filed with a Magistrate under Oath as required by law, and then presented in a form acceptable to the Clerk of the Court as required by *Wong Sun v. United States*, 371 U.S. 471, 481-482 (1963). The threshold question of proper In Personam, In Rem or Subject Matter jurisdiction was never duly and timely achieved with the subject Lampasas warrantless raid. Therefore, a Warrant for Arrest or notice to arrest Steven Hinds after-the-fact would be produced without proper judicial authority or immunity. The holding case law cited above clearly says NO JURISDICTION to the court and NO JEOPARDY to the accused. This means that someone or a group of coconspirators have overtly created a false public record accusing Steven Hinds under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void.

7. If Steven Hinds is retaliated against, falsely charged, harassed or arrested for exercising his unalienable rights secured by the Constitution for the United States of America, he will file criminal charges and a federal temporary restraining order and injunction.

8. Last, but not least, Jess Ramos, you are required by law to return my money to me – all \$1,344.00, as it was unlawfully seized as fruit of a poisonous tree.

“Equality under the Law is PARAMOUNT and MANDATORY by Law”

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT NOTICE TO  
THE AGENT IS NOTICE TO PRINCIPAL

Applicable to all successors and assigns

Silence is Acquiescence/Agreement/Dishonor

I certify under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete to best of my knowledge.

This Affidavit is dated: the 5<sup>th</sup> day of the Seventh Month in the Year of Our Lord Two Thousand Sixteen. Further Affiant Sayeth not.

Autograph

  
Steven Hinds

**EXHIBIT 8**

**Second Affidavit to Ramos  
Affidavit of Fault and  
Demand for Payment  
(9 pages)**

7016 0600 0000 7574 7811

U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)  
LAMPASAS, TX 76550

Certified Mail Fee \$3.30

Extra Services & Fees (check box, add fee for each service)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$1.36

Total Postage and Fees \$4.66

Sent To John Greenwood  
Street and Apt. No., or PO Box No. P.O. Box 1300  
City, State, ZIP+4® Lampasas TX 76550

PS Form 3870, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

BURNET TX 76811  
JUL 27 2016 06  
0020  
06  
USPS  
Lampasas TX 76550

7016 0600 0000 7574 7798

U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)  
LAMPASAS, TX 76550

Certified Mail Fee \$3.30

Extra Services & Fees (check box, add fee for each service)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$1.36

Total Postage and Fees \$4.66

Sent To John Greenwood  
Street and Apt. No., or PO Box No. P.O. Box 1300  
City, State, ZIP+4® Lampasas TX 76550

PS Form 3870, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

BURNET TX 76811  
JUL 27 2016 06  
0020  
06  
USPS  
Lampasas TX 76550

BURNET 508 E JACKSON ST BURNET TX 78611-9998 4812600020 (800)275-8777 07/27/2016 3:45 PM				Product Description	Sale Qty	Final Price
				First-Class Mail Large Envelope (Domestic) (LAMPASAS, TX 76550) (Weight: 0 Lb 2.10 Oz) (Expected Delivery Day) (Friday 07/29/2016)	1	\$1.36
				Certified (USPS Certified Mail #) (70160600000075747781)	1	\$3.30
				First-Class Mail Large Envelope (Domestic) (LAMPASAS, TX 76550) (Weight: 0 Lb 2.10 Oz) (Expected Delivery Day) (Friday 07/29/2016)	1	\$1.36
				Certified (USPS Certified Mail #) (70160600000075747798)	1	\$3.30
				First-Class Mail Large Envelope (Domestic) (LAMPASAS, TX 76550) (Weight: 0 Lb 2.10 Oz) (Expected Delivery Day) (Friday 07/29/2016)	1	\$1.36
				Certified (USPS Certified Mail #) (70160600000075747811)	1	\$3.30
				First-Class Mail Large Envelope (Domestic) (LAMPASAS, TX 76550) (Weight: 0 Lb 2.10 Oz) (Expected Delivery Day) (Friday 07/29/2016)	1	\$1.36
				Certified (USPS Certified Mail #) (70160600000075747804)	1	\$3.30
				Total		\$18.64



CERTIFIED MAIL # 7016 0600 0000 7574 7798

**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]


On this 27<sup>th</sup> Day of July, 2016, I witnessed one copy being inserted into an envelope of the following:

Second Affidavit of Fault and Demand For Payment (7 Pages)

A total of Seven (7) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail Tracking No. 7016 0600 0000 7574 7798, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Texas

Sheriff, Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550

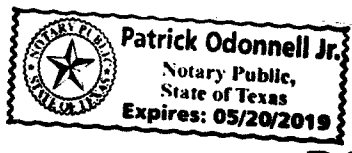
I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 27<sup>th</sup> Day of July, 2016 at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

  
Signature, Notary Public for said State of Texas

7-27-16  
Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-19



## Steven Hinds

240 County Road 250  
Burnet, Texas 78611

To: Sheriff Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550  
(512) 556-8255

### **NOTICE TO PRINCIPAL IS NOTICE TO AGENT NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

Date: July 27 2016

To: Sheriff Jess Ramos

Re.: RECEIPT No. 025221, warrantless invasion of private property and robbery of me by armed, uniformed persons

### **Second Affidavit: Affidavit of Fault and Demand For Payment**

1. Affiant, Steven-Elmer Hinds, a living man and NOT a corporation, explicitly reserves all of my rights, see Uniform Commercial Code UCC 1-308 which was formally UCC 1-207. I reserve all of my rights and liberties given to me by God and NOT dispensed to me by Man at all times and in all places, nunc pro tunc (now for then).

2. Mr. Ramos, on July 5, 2016 my Affidavit Demand for Proof of Claim was mailed to you at the above stated address and received at your location on July 12, 2016. You failed to respond.

3. Mr. Ramos, your failure to respond, dispute, admit, rebut or deny the facts and information outlined in the Affidavit of Proof of Claim constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavit was true, correct, legal, lawful and binding upon you, to the terms of the Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and you accepted full commercial liability.

4. Mr. Ramos, you are being duly Noticed, that you are causing injury to one of the people, Affiant, Steven Elmer Hinds, by your failure to comply to the Demand for Bill of Particulars that you received via the United States Mail, Certified Mail # 7015 0640 0005 1054 6695 on July 12, 2016 and that you are now at Fault for failure to respond as outlined on pages 10-11, ¶ 6 of my prior affidavit, which stated:

"6. Steven Hinds declares that as his un-enfranchised status as a preamble American Citizen of the guaranteed "Republican form" of government known as The United States of America and inhabitant of Texas, that without a corpus delicti, no court, judicial or legislative tribunal has a criminal jurisdiction over his person or property. Since no warrant was given me, I am free to presume that there was no Verified Complaint ever timely prepared and

CERTIFIED NO.: 7016 0600 0000 7574 7798

filed with a Magistrate under Oath as required by law, and then presented in a form acceptable to the Clerk of the Court as required by *Wong Sun v. United States*, 371 U.S. 471, 481-482 (1963). The threshold question of proper In Personam, In Rem or Subject Matter jurisdiction was never duly and timely achieved with the subject Lampasas warrantless raid. Therefore, a Warrant for Arrest or notice to arrest Steven Hinds after-the-fact would be produced without proper judicial authority or immunity. The holding case law cited above clearly says NO JURISDICTION to the court and NO JEOPARDY to the accused. This means that someone or a group of coconspirators have overtly created a false public record accusing Steven Hinds under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void.”

5. Mr. Ramos, I am offering you another opportunity to act in honor and provided the demanded documents and information in the Bill of Particulars or, if you are not able to, please provide me the code, statute or law that prohibits you from doing so within 10 days from the date of this Affidavit. If not, then you agree that you just failed to respond and that there is no such code, statute or law to the contrary.

6. Mr. Ramos, you failed to adhere to the terms and demands as clearly outlined in the list of documents demanded from you as stated on page 10 of the July 5, 2016 Affidavit and Demand for Bill of Particulars, which finished by stating:

Jess Ramos, you have Ten (10) days to produce the evidence requested or rebut my affidavit point for point to that in which you disagree, by submitting a counter affidavit to the Notary Public 3<sup>rd</sup> party for third party witness tracking verification listed below:

Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

7. Mr. Ramos, by failing to rebut, deny or respond to my first Affidavit and Demand for Bill of Particulars, you admitted everything, and are now at Fault for failure to respond as outlined on pages 10-11 of my prior affidavit, which stated:

1. If, Jess Ramos, as such by commission, omission or otherwise, you: (a) Fail to give me, Steven Hinds, Affiant information requested and submit the appropriate document back to me with an Affidavit signed under penalty of perjury, (b) Make a false representation, (c) Make a false misrepresentation of the herein above-referenced action, (d) Make a false representation of the legal status of herein above-referenced action, then I, Steven Hinds, may initiate a counterclaim/claim against the official Bond of Jess Ramos as well as the Bond of any principle, agent, assignee and the likes, of Jess Ramos, whose acts/omissions resulted in, and/or are continuing to result in Steven Hinds sustaining any tort injury(s).

2. Jess Ramos has no lawful, bona fide reason for not submitting the requested documents and information. This is my attempt to determine the nature and basis of a case/counterclaim against Jess Ramos, and any information contained within Jess Ramos' disclosure statement, as well as any information obtained otherwise, such as by Jess Ramos' commissions, omissions and the likes, will be used for that purpose.

CERTIFIED NO.: 7016 0600 0000 7574 7798

3. Jess Ramos, you have Ten (10) days to produce the evidence requested or rebut my affidavit point for point to that in which you disagree, by submitting a counter affidavit to the Notary Public 3<sup>rd</sup> party for third party witness tracking verification listed below:

Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

4. Failure to respond and send said response via the notary will be deemed a dishonor of this Affidavit incurring an additional charge of \$10,000.00. The Affidavit is evidence that may be used according to the Federal Rules of Evidence to prosecute or enforce any default by you in this matter.

5. Jess Ramos, you are required to have an oath of office on file for public scrutiny, and Bonds to guarantee your faithful performance of your duties, pursuant to your oath as the law requires, as well as malpractice insurance. I respectfully demand that you send me a certified copy of your timely filed oath of office and copies of all bonds you are required to obtain according to law including documented proof of your malpractice insurance.

6. Mr. Ramos, since you failed to respond, Steven Hinds declares that as his un-enfranchised status as a preamble American Citizen of the guaranteed "Republican form" of government known as The United States of America and inhabitant of Texas, that without a corpus delicti, no court, judicial or legislative tribunal has a criminal jurisdiction over his person or property. Since no warrant was given me, I am free to presume that there was no Verified Complaint ever timely prepared and filed with a Magistrate under Oath as required by law, and then presented in a form acceptable to the Clerk of the Court as required by *Wong Sun v. United States*, 371 U.S. 471, 481-482 (1963). The threshold question of proper In Personam, In Rem or Subject Matter jurisdiction was never duly and timely achieved with the subject Lampasas warrantless raid. Therefore, a Warrant for Arrest or notice to arrest Steven Hinds after-the-fact would be produced without proper judicial authority or immunity. The holding case law cited above clearly says NO JURISDICTION to the court and NO JEOPARDY to the accused. This means that someone or a group of coconspirators have overtly created a false public record accusing Steven Hinds under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void.

7. Mr. Ramos, since you failed to respond, If Steven Hinds is retaliated against, falsely charged, harassed or arrested for exercising his unalienable rights secured by the Constitution for the United States of America, he will file criminal charges and a federal temporary restraining order and injunction.

8. Last, but not least, Jess Ramos, you are required by law to return my money to me – all \$1,344.00, as it was unlawfully seized as fruit of a poisonous tree.

8. Mr. Ramos, you are now at Fault for failure to respond as outlined on pages 9-10 of my prior affidavit, which stated:

**TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to

CERTIFIED NO.: 7016 0600 0000 7574 7798

compensate Steven Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

- I) Five Thousand Dollars (\$5,000.00) for injuries by your or your agents' actions per person per occurrence,
- II) Ten Thousand Dollars (\$10,000.00) for failure to provide copies of all bonds and malpractice insurance carrier per person per occurrence,
- III) Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV) The value of said property taken (\$1,344.00) plus treble damages,
- V) Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI) You tacitly agree that you will compensate Steven Hinds for all costs; fees and expenses incurred in defending this action against you.

9. Let it be known to all that I, Steven Elmer: Hinds, a living man, reserve my right not to be compelled to perform under any contract, commercial agreement or *bankruptcy* that I did not enter knowingly and with full disclosure, voluntarily, and intentionally. I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement. I am not ever subject to silent contracts, and have never knowingly or willingly contracted away my sovereignty. Violation fee for deprivation of my liberty is \$250,000.00 per incident or per 15 minutes or any part thereof.

10. Mr. Ramos, to be clear, that is a private out-of-court communication affidavit against the court and its agents and/or assigns, against you Jess Ramos, against your agents and/or assigns and any officer under your employment that may attempt to continue or in the future attempt to violate and trespass upon Affiant Steven Elmer Hinds' God-given rights secured by the Constitution for the United States of America; which said trespass by law is unconstitutional, racketeering is unconstitutional, fraud is unconstitutional, etc.

11. Mr. Ramos, you are responsible for the actions of your employees, so I pray you take this matter under immediate advisement as a Cease and Desist of Trespass Upon Rights, and to respond Only as outlined to the notary name/address listed on pages2 and 3 in this affidavit within Ten (10) days to the notary address of your intentions under the opportunity to cure and to provide me with the law enacted by Congress and Legislature that states you can trespass against one of the people, as I am not concerned with quoting of your codes or statutes, as they do not apply under Common Law and both constitutions to one of the people of the United States of America – which is where Affiant stands and pledges his allegiance.

12. Mr. Ramos, I am just a common man with knowledge of the truth of my God-given, Common Law Rights and Bill of Rights and have been informed that the Constitution and Common Law are not taught in law school anymore, but that still does not excuse the fact that those laws exist and are not to be trespassed upon.

13. Mr. Ramos, you committed FRAUD when you actively participated in a scheming conspiracy of untruths and misrepresentations to deceive those who entrusted themselves in dealing in good faith, while specifically acting in deliberate bad faith when such fraud was shown, as in the executing a void general warrant abolished in 1776 to seize, kidnap and rob me and threaten me with charges in violation of Title 18 U.S.C. §§ 241, 242, 891-894, 1001, which acts are criminal.



CERTIFIED NO.: 7016 0600 0000 7574 7798

14. Mr. Ramos, you accepted false documents that were known not to be true or known to be false to falsely condemn the party under a color of law without benefit of a lawful trial, to raise revenue by stealing monies of the party and giving it directly to a foreign agent by such false condemnations. This is identity theft and paper terrorism.

15. Mr. Ramos, you are to take notice that the Certifying Notary listed on the affidavits, verified documents provided as un rebutted evidence, are independent contractors and not parties to this claim. In fact, the Certifying Notary is a Federal Witness Pursuant to Title 18, Part I, Chapter 73, Section 1512. Tampering with a witness, victim, or an informant under Color of Law is a violation of the law.

### **Fault**

16. Mr. Ramos, based on the above stated facts, you are at Fault. You have failed to provide proof of claim as to the any verified evidence that Affiant Steven Elmer Hinds demanded, and the time to do so has now expired.

17. Mr. Ramos, now that you are at fault per Texas and UCC law, I am entitled to seek the amount of damages assessed above committed by you and all those in concert responsible for said injury and trespass upon constitutionally protected rights afforded to Affiant, Steven Elmer Hinds by your actions and conduct unbecoming, in violation of my unalienable rights and fraudulent acts in violation of Texas Contract Law and Uniform Commercial Code Law 5-27 et. seq. in addition to other federal and criminal acts, in which the law states, out of fraud no action arises; fraud never gives a right of action. No court will lend its aid to a man (or person) who founds his/its cause of action upon an immoral or illegal act, see Black's Law Dictionary 6<sup>th</sup> Edition, Page 567.

### **Demand For Payment**

18. However, acting in honor, I am offering you a final opportunity to act honorably and comply with the opportunity and **OFFER TO CURE**. If you agree to issue an Order repealing and expunging the entire action taken in Lampasas on June 11, 2016 against me where I was detained and robbed in violation of laws prohibiting trespass, false charges, larceny, racketeering, extortion and deprivation of rights under color of law, and reimburse me by certified funds for deprivation of my liberty and robbery of my cash, then all will be forgiven and no further action will be taken.

19. Mr. Ramos, you have thirty (30) days from the receipt of this Affidavit to send by certified mail a cashier's check for the following amount: Two Hundred Fifty One Thousand, three hundred and forty four Dollars (\$251,344.00) made out to Steven Elmer Hinds c/o Notary Public 3<sup>rd</sup> party witness listed above. The amount will increase One Hundred Dollars (\$100.00) a Day for each and every day for any future injury or until paid in full. Failure to comply would be Dishonor and Default. Actions that may be taken to cure the Default include but are not limited to: filing a complaint with several Federal and State agencies for fraud, civil rights violations and identity theft due to the crimes against me.

### **Opportunity To Cure**

20. Affiant Steven Elmer Hinds reserves the right to amend and correct and adjust the Accounting and Demand to reflect injuries due to continued actions. Mr. Greenwood, since you failed to respond and acquiesced to my Affidavit, I am allowing you another opportunity to act in honor to: cease and desist all paper terrorism and identity theft by bastardizing my name, threatening charges against me, and indicate a date and time to contact you to discuss a negotiated



CERTIFIED NO.: 7016 0600 0000 7574 7798

settlement agreeable to all parties for the civil and irreparable injury caused by your actions and by officers that acted under color of law and trespassed against my rights as listed in the first affidavit received from Affiant, Steven Elmer Hinds, which lead to my unlawful detainment and robbery; and to send written correspondence of your intentions within Ten (10) days to the notary address above. If you do this, then NO further actions will need to be taken and this matter will be considered closed.

21. Mr. Ramos, this is a very serious matter and I am acting in honor to inform you that this trespass against my rights has caused me harm and injury which is continuing, due to various deputies, employees of your establishment who were given an opportunity to prove a claim against Steven Elmer Hinds in the timeframe outlined in the Affidavit of Proof of Claim, but failed to do so.

22. Mr. Ramos, if you do not contact the notary within Ten (10) days and notify him of the actions you will be taking on behalf of the false documents recorded into public, then you will leave me no choice but to enforce this Contract under Uniform Commercial Code Law 3-305 and exercise all legal remedies against you. John K. Greenwood, you should take this very seriously. I am attempting to settle this issue privately with my Affidavits.

23. Mr. Ramos, if you fail to comply with the opportunity to cure, then I will be expecting payment in full in the amount of Two Hundred Fifty One Thousand, three hundred and forty four Dollars (\$251,344.00) within Thirty (30) days.

24. Mr. Ramos, your failure to dispute or respond, rebut, admit or deny constitutes acceptance and legal and binding agreement with and admission to the fact that everything in this Affidavit is true, correct, legal, lawful and binding upon you, to the terms of this Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and that you, Jess Ramos, will be accepting full commercial liability for your actions.

25. Mr. Ramos, based on the above stated facts, I accept your Oath and you should be well aware that: "An unconstitutional act is not law; it confers no rights; it imposes no duties; it affords no protection; it creates no office; it is in legal contemplation, as inoperative as though it had never been passed." See *Norton v. Shelby County*, 118 US 425,442 (1886).

26. Mr. Ramos, if you disagree with anything in this affidavit, you **MUST**, within Ten (10) days from the date of this affidavit, dispute by your own Affidavit point-by-point, in particularity to that in which you disagree, signed under penalty of perjury, and send it to my Notary. Anything less would be a non-response, and your silence would be agreement by acquiescence/dishonor, see *Connally v. General Construction Co.*, 269 U.S. 385, 391.

27. Mr. Ramos, so there is no misunderstanding, Affiant is seeking from you damages for your fraudulent conduct and failure to respond, and not your agency. Therefore, you should not let anybody dictate how you handle this matter, because this is very serious and could jeopardize your position in the state of Texas. **YOU HAVE BEEN GIVEN NOTICE, THE CHOICE IS YOURS, CHOOSE WISELY.**

28. Mr. Ramos, you are again advised to forward all responses to the Notary Public address above for 3<sup>rd</sup> party verification and tracking. Responses not sent to the Notary address listed as outlined within this Affidavit will constitute non response, will be **Null and Void**, and will be deemed a dishonor incurring an additional charge of \$10,000.00, so act in Honor and respond accordingly.

CERTIFIED NO.: 7016 0600 0000 7574 7798

29. This is a private communication and is intended to affect an out-of-court settlement of this matter. Conduct yourself accordingly. Should any provision of this agreement be found to not be enforceable by order of a court of competent jurisdiction, it shall not adversely affect any other provision of this agreement and reasonable opportunity and effort shall be taken to modify it to become enforceable.

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT NOTICE TO THE  
AGENT IS NOTICE TO PRINCIPAL

Applicable to all successors and assigns

Silence is Acquiescence/Agreement/Dishonor

I declare under penalties of perjury, under the laws of the State of Texas that each of the above statements are true, correct, and complete to best of my knowledge, and as to those statements made under information and belief, I believe them to be true.

This Affidavit is dated: the 27 day of the Seventh Month in the Year of Our Lord Two Thousand Sixteen. Further Affiant Sayeth not.

Autograph Steven Elmer Hinds  
Steven Elmer Hinds,  
Without Recourse UCC 1-308

July 27 2016  
Date

**EXHIBIT 9**

**Third Affidavit to Ramos  
Notice of Default, Judgment in Nihil Dicit  
and Final Opportunity to Cure  
(8 pages)**

**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]

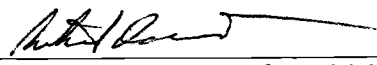
On this 17 Day of September, 2016, I witnessed one copy being inserted into an envelope of the following:

Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure (7 Pages)

A total of Seven (7) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail Tracking No. 7016 0600 0000 7574 7705, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Texas

Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550

I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 17 day of September, 2016 at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

  
Signature, Notary Public for said State of Texas

9-17-16  
Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-2019



## Steven Hinds

240 County Road 250  
Burnet, Texas 78611

To: Sheriff Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550  
(512) 556-8255

### **NOTICE TO PRINCIPAL IS NOTICE TO AGENT NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

Date: September 17, 2016

To: Sheriff Jess Ramos

Re.: RECEIPT No. 025221, warrantless invasion of private property and robbery of me by armed, uniformed, unidentified persons

### **Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure**

Affiant, Steven-Elmer Hinds, Affiant, is a Creature of the Most High God, a natural born living breathing soul, living in harmony with the natural laws of the creator of the boundless universe, and over the age of twenty-one, reserving all rights, and not waiving any rights or remedies statutory or procedural. This affidavit and statement of facts is based on Affiant's own firsthand knowledge and belief, mark Affiant's word. This Affidavit Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure is presented as evidence of dishonor pursuant to legal authority.

### **The Commercial Affidavit Process is Commercial Law**

The Commercial Affidavit Process (CAP) is a pre-common law process also referred to as a "commercial law process." All that is being done is the establishment of claims and obligations. The purpose of the CAP is to make claims and determine if the accused agrees or not. If the Accused does not contest the claims there is no dispute to be adjudicated thus the appropriate damages are consensually agreed-upon. Thus it is pre-judicial.

Commercial Law – These laws are so sound and so universally accepted that they cannot with impunity be overturned, overwritten or tampered with in any way: they are founded on eternal truths, needing no proof from anyone to justify their validity (i.e., self-evident); they are immutable; they provide equal justice to all parties of interest and thus are completely fair. It needs to be thoroughly understood that because it is driven by SWORN TRUTH, the Commercial Affidavit Process is outside the jurisdiction of any equity court. It is a private contract matter. Should an attempt be made to involve an equity court it would result in a trespass against the Affiant's rights: those interfering individuals, who were unlawfully involved, would themselves become one of the accused. An equity court has no jurisdiction whatsoever, for the CAP is strictly a non-judicial or pre-judicial process between individuals and is private.

CERTIFIED NO.: 7016 0600 0000 7574 7705

NO judge, court, law, or government can invalidate these commercial processes, i.e., an affidavit or complaint or a lien based thereon because no third party can invalidate someone's affidavit of truth. A judge CANNOT interfere with, tamper with, or in any way modify testimony without disintegrating the truth-seeking process of his profession, destroying the very fabric of his own occupation and abrogating the First Amendment which was established to protect truth. For a judge to interfere with testimony is to commit professional suicide and to invite countless civil and criminal repercussions. The Commercial Affidavit Process is by its very nature private, and strictly between parties of interest, only. It is unequivocally non-judicial.

1. Mr. Ramos, on July 5, 2016 my Affidavit of Truth and Demand for Bill of Particulars was mailed Certified no.: 7015 0640 0005 1054 6695 and received on July 12, 2016 at 10:10 am at the above stated address.
2. Mr. Ramos, on July 27, 2016 my second Affidavit Notice of Fault and Demand for Payment was mailed Certified no.: 7016 0600 0000 7574 7798 and received on July 28, 2016 at 10:00 am at the above stated address.
3. Mr. Ramos, my Affidavits only asked you to prove the claim as to how I could have guns pointed at me, how I could be detained, questioned and robbed of my cash and rights – all without a warrant, without jurisdiction, without probable cause, without a Miranda warning, and without due process of law.
4. Mr. Ramos, the only way to respond to an affidavit is with a counter affidavit rebutting point for point that in which you disagree signed under penalty of perjury and notarized, anything less is a non-response and is null and void.
5. Mr. Ramos, your failure to dispute or respond constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavits were true, correct, legal, lawful and binding upon you, all the unknown officers, John Greenwood, and Eric Sakach, registered Humane USA Political Action Committee agent, 5301 Madison Ave., Ste. 2020, Sacramento, California 95841, to the terms of the Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and you accepted full commercial liability.
6. Mr. Ramos, you had an opportunity to provide documented evidence that on July 5, 2016, I did not send by Certified Mail no.: 7016 0600 0000 7574 6695 an Affidavit and Demand for Bill of Particulars demanding that you prove all claims, charges, jurisdiction and authority, demanded that you return the \$1,344.00 cash that was stolen from me, demanded that you would be subject to \$10,000.00 penalty for failing to produce the requested documentation, Oaths of office, bonds, etc.; that you would be subject to other penalties, and you would be subject to punitive damages of \$10,000,000.00, and you failed to do so.
7. Mr. Ramos, you had an opportunity to provide documented evidence that on July 27, 2016, I did not send by Certified Mail no.: 7015 0640 0005 1054 7798 a second Affidavit of Fault and Demand for Payment informing you that I noticed you of fraud and demanded remedy, you were at fault for failing to respond, and you failed to do so.
8. Mr. Ramos, by your silence you agreed that you were notified of my request for documentation validating you and your agents' authority and jurisdiction to perform warrantless trespass, search and seizure of me and my property.



CERTIFIED NO.: 7016 0600 0000 7574 7705

9. Mr. Ramos, by your silence you agreed that you were then notified that you and your agents committed fraud and failed to provide me remedy, and my second affidavit offered you an opportunity to cure.
10. Mr. Ramos, you had an opportunity to provide documented evidence and valid law that the warrantless search of me and my billfold and subsequent seizure of my cash was void because it was obtained by extreme duress, threat, fear, intimidation, extortion, menace, fraud, and I was not in default for failing to respond within 72 hours, and you failed to do so.
11. Mr. Ramos, by your silence you agreed that the action against me was fraudulent, criminal and void.
12. Mr. Ramos, you had an opportunity to provide documented evidence and valid law that your failure to respond to my affidavit with written Notification that the entire action has been quashed, expunged, and my property/cash was returned to me, and you failed to do so.
13. Mr. Ramos, by your silence you agreed that the entire action has been quashed and expunged as fraudulent and void.
14. Mr. Ramos, trespass, warrantless detention, search and seizure of my property including my rights has caused me irreparable harm. My faith in law enforcement has been shattered.
15. Mr. Ramos, your failure to rebut on a point by point basis equates to stipulation of the facts and admittance of all the conduct complained of in the affidavits.
16. Mr. Ramos, because truth is sovereign in commerce and everyone is responsible for propagating the truth in all speaking, writing and acting, all commercial processes function via affidavit certified and sworn on each affiant's commercial liability as "true, correct, and complete," attesting under oath re the validity, relevance, and veracity of all matters stated, and likewise demanded.
17. Mr. Ramos, your acceptance and approval of the terms of the Affidavit/Contract constitutes your agreement to the stipulated aggregate amount of damages for your actions.
18. Mr. Ramos, having received the Affidavit of Truth, Demand for Bill of Particulars and Affidavit Notice of Fault and Demand for Payment and having failed to respond or tender payment in full with time now expired to do so, Mr. Ramos you are now in default.
19. Mr. Ramos, as an operation of law, you by acquiescence of the Affidavit of Truth and Affidavit Notice of Fault and Demand for Payment and failure to tender payment in full have created a default – your own default.

### **DEFAULT**

The only one who can rebut a Commercial Affidavit is the Accused who alone, by his own affidavit, must speak for himself and only for himself. If the Accused uses someone else to speak for him, the third party must speak for and in behalf of the Accused as if he were the Accused; and the Accused still stands completely liable as if he himself were speaking. If however, the third party is identified as separated from the Accused, he also becomes a co-party with the Accused as an accomplice, thus a co-conspirator has no immunity whatsoever.

Every charge or claim contained in the Affiant's Affidavit must be rebutted point-for-point by the Accused. The Accused's rebuttal must be done in the form of an Affidavit of Truth. That means it must be SWORN TESTIMONY. The Accused/Affiant must swear to the truth, the correctness and the certainty of his or her rebuttals within that affidavit, thereby assuming complete

CERTIFIED NO.: 7016 0600 0000 7574 7705

liability for the statements contained in it and must be prepared to prove his or her statements, preferably with documentation that is unimpeachable.

Failure to follow the correct process of rebutting the charges or ANY ATTEMPT TO PRESENT REBUTTAL EVIDENCE THAT IS NOT SWORN AS BOTH TRUE and "THE WHOLE TRUTH" INVALIDATES such response as if no evidence or rebuttal were given at all. SUCH FAILURE IS FATAL TO THE DEFENSE!

Mr. Ramos, your failure to respond to the Affidavit of Truth and Demand for Bill of Particulars and the Affidavit Notice of Fault and Demand for Payment or tender payment places you in **default**. For the course of dealing, set forth herein, with your failure, refusal, or neglect to respond with a verified response to the Affidavit of Truth and Affidavit Notice of Fault and Demand for Payment or tender payment constitutes failure to perform in good faith and your acquiescence and tacit agreement with all terms, conditions and stipulations set forth within this Affidavit Notice of Default, Judgment in Nihil Dicit.

### DEMAND FOR PAYMENT

Affiant reserves the right to amend and correct and adjust the Accounting and Demand to reflect injuries due to continued actions.

Mr. Ramos, by your silence you agreed to the stipulated aggregate amount of damages for your actions of sitting idly by and failing to act upon fraud and crime reported to you by me (making you an *accessory*, Title 18 U.S.C. § 4), depriving me of my intangible rights to honest services from a government employee (fraud and swindle Title 18 U.S.C. §§ 1341–1346), operating a state facility directly or indirectly receiving federal funds as a racketeering enterprise (Title 18 U.S.C. §§ 666, 1951-1964), permitting breach of the law and constitution in your facility under your supervision, and deprivation of my unalienable rights including my rights to privacy, due process, just compensation, and pursuit of happiness under color of law (Title 18 U.S.C. §§ 241, 242).

Mr. Ramos, you were given notice in my second affidavit sent to you on July 27, 2016 Certified no.: 7016 0600 0000 7574 7798 and received on July 28, 2016 at 10: 00 a.m., at paragraph 9 on page 4 and paragraph 19 on page 5 that you had 30 days to prove your claims that the actions of your agents/employees were valid in detaining, questioning and taking my property/money/rights without a warrant, and you failed to respond. I also gave you an opportunity to make me whole for the unlawful actions of your office, agents and employees, and to settle this outside of court:

9. Let it be known to all that I, Steven Elmer: Hinds, a living man, reserve my right not to be compelled to perform under any contract, commercial agreement or *bankruptcy* that I did not enter knowingly and with full disclosure, voluntarily, and intentionally. I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement. I am not ever subject to silent contracts, and have never knowingly or willingly contracted away my sovereignty. Violation fee for deprivation of my liberty is \$250,000.00 per incident or per 15 minutes or any part thereof.

19. Mr. Ramos, you have thirty (30) days from the receipt of this Affidavit to send by certified mail a cashier's check for the following amount: Two Hundred Fifty One Thousand, three hundred and forty four Dollars (\$251,344.00) made out to Steven Elmer Hinds c/o Notary Public 3<sup>rd</sup> party witness listed above. The amount will increase One Hundred Dollars (\$100.00) a Day for each and every day for any future injury or until paid in full. Failure to comply would be Dishonor and Default. Actions that may be taken to

CERTIFIED NO.: 7016 0600 0000 7574 7705

cure the Default include but are not limited to: filing a complaint with several Federal and State agencies for fraud, civil rights violations and identity theft due to the crimes against me.

**TAKE NOTICE:** Your failure to prove your claim and respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Steven Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

ITEM	QUANTITY	COST
Agents' actions (3 agents @ \$5,000.00 per agent)		\$ 15,000.00
Failure to provide bonds/malpractice insurance carrier		\$ 10,000.00
Documents filed/mailed (3 documents @ \$5,000.00 ea.)		\$ 15,000.00
Value of property taken \$1,344.00 cash X 3 (treble damages)		\$ 4,032.00
Deprivation of my liberty		\$250,000.00
Penalty for failing to settle @ \$100.00 per day from August 28, 2016 to September 15, 2016 (18 days)		\$ 1,800.00
Irreparable harm (amount to increase for each future injury or until paid in full)		
<b>TOTAL:</b>		<b>\$295,832.00</b>

Mr. Ramos, you have thirty (30) days from the receipt of this Affidavit to send by certified mail a cashier's check for the following amount: Two hundred and ninety-five thousand, and eight hundred and thirty-two Dollars (\$295,832.00) made out to Steven Hinds c/o Notary Public 3<sup>rd</sup> party witness listed below and the amount will increase at the rate of \$100.00 per day and for every future injury or until paid in full. It is mandatory that if, John Greenwood elects to respond to the foregoing, any such response must be done by delivering payment as stated in Affiant's Affidavits to the Notary address listed.

Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

Jess Ramos is granted Thirty (30) days to make full payment of the Sum Certain in certified funds as stated above and as evidenced in Affiant's Affidavits. Failure to comply would be Dishonor.

Jess Ramos, **YOU ARE HEREBY NOTICED THAT** failure to respond as herein required to the Affiant, within the herein prescribed time of thirty (30) days will be deemed by the Affiant to invoke the doctrine of acquiescence and admission, to recover, in commerce, the lost or damaged properties plus damages, penalties and costs.

This is a notification of Default Judgment in Nihil Dicit and no other notification will be sent to you. Collection of this lawful claim against you and your bonds, insurance policies, 401-K, 801-K, any type of retirement accounts, properties, or any other source of revenue to cure the default will begin in thirty (30) days if this claim is not paid in full.

Mr. Ramos, Affiant has exhausted his administrative remedy. It is clear that you refused to respond/rebut Affiant's Affidavits, prove your claim and you leave me NO other options but to take legal action and file a complaint with the Department of Justice, United States Attorney General, Judicial Council, the District Court, my local Senator's Office and other governmental agencies for

CERTIFIED NO.: 7016 0600 0000 7574 7705

Remedy and Restitution afforded to me, as I reserve all my rights afforded to me under UCC 1-308 (formerly known as 1-207).

Mr. Ramos, you can explain to the above listed governmental agencies as to why you failed to respond/rebut Affiant's Affidavits, prove your claim, sat idly by, and failed to act upon fraud.

### **FINAL OPPORTUNITY TO CURE**

Mr. Ramos, in the event that your failure to take the remedy offered in my original Affidavit and Demand for Bill of Particulars, then my second Notice of Fault and Demand for Payment was an oversight, mistake or otherwise unintentional, Affiant, Steven Hinds grants you ten (10) days to cure the default and effect the remedy as stipulated below:

1. Mr. Ramos, if you contact the Notary Public 3<sup>rd</sup> party witness within ten 10 days in writing stating that you will be expunging any action against Steven Hinds, returning his \$1,344.00 cash to him X 3 (treble damages) for a total of \$4,032.00, plus at least 3 agents' actions of detaining, questioning, robbing me and pointing guns at me without a warrant @\$5,000.00 each times 3 totaling \$15,000.00; plus \$10,000.00 for failing to provide bonds/malpractice insurance carrier; plus documents filed/mailed (3 documents @ \$5,000.00 ea.) totaling \$15,000.00, deprivation of my liberty as stated in my second Affidavit \$250,000.00, plus \$100.00 per day for non-settlement from August 28, 2016 to September 15, 2016 (18 days) for a total of \$1,800.00, for a grand total of Two hundred and ninety-five thousand, and eight hundred and thirty-two Dollars (**\$295,832.00**), then NO further actions will need to be taken, no fees will need to be collected for damages and this matter will be considered closed.

This is the final opportunity to cure your non-response to Steven Hinds' Affidavits. This is my good faith offering to settle all issues in controversy. Mr. Ramos, if you do not respond to the affidavit point by point or address the offer for the opportunity to cure, then further action whether administrative or judicial will be taken for the injuries caused by your actions, and all damages will be incurred retroactively. Steven Hinds is trying to address this controversy reasonably. Failure to cure will constitute, as an operation of law, the FINAL admission of the obligation by Jess Ramos through *tacit procuration* to the Commercial Affidavit and the whole matter shall be deemed settled RES JUDICATA and STARE DECISIS. Jess Ramos may not argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative or judicial.

### **YOU HAVE BEEN GIVEN NOTICE. THE CHOICE IS YOURS. CHOOSE WISELY.**

This is a private communication and is intended to effect an out-of-court settlement of this matter. Conduct yourself accordingly. Should any provision on this agreement be found to not be enforceable by order of a court of competent jurisdiction, it shall not adversely affect any other provision of this agreement and reasonable opportunity and effort shall be taken to modify it to become enforceable.

Please forward all responses to the Notary Public address above for 3<sup>rd</sup> party verification and tracking. Responses not sent to the Notary address listed, as outlined within this Affidavit will constitute non response, and will be **Null and Void**, so act in Honor and respond accordingly.

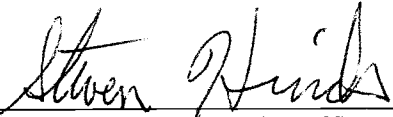
“Equality under the Law is PARAMOUNT and MANDATORY by Law”

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT, NOTICE TO THE AGENT  
IS NOTICE TO PRINCIPAL

Applicable to all successors and assigns  
Silence is Acquiescence/Agreement/Dishonor

I declare under penalties of perjury, under the laws of the State of Texas that the above is true,  
correct, and complete to the best of my knowledge.

This Affidavit is dated: the 17 day of the Ninth Month in the Year of Our Lord Two Thousand  
Sixteen. Further I Sayeth not.

Autograph   
Steven Hinds, Affiant  
All Rights Reserved UCC 1-308

**EXHIBIT 10**

**Fourth Affidavit to Ramos  
Affidavit of Non-Response  
(3 pages)**



CERTIFIED NO.: 7016 0600 0000 7574 7668

**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is: '

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]


On this 4<sup>th</sup> Day of November, 2016, I witnessed one copy being inserted into an envelope of the following:

Affidavit of Non-Response (2 Pages)

A total of Two (2) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail No. 7016 0600 0000 7574 7668, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive care and custody of the U.S. Postal Service within the State of Texas.

Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550

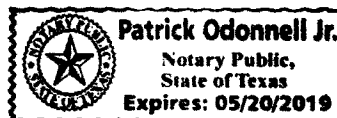
I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 4<sup>th</sup> of November \_\_\_\_ at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

  
Signature, Notary Public for said State of Texas

11-4-16  
Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-19



CERTIFIED NO.: 7016 0600 0000 7574 7668

## AFFIDAVIT OF NON-RESPONSE

To: Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550

From: Steven Elmer Hinds  
240 County Road 250  
Burnet, Texas 78611

RE: Affidavit of Non-Response

Affiant is a Creature of the Most High God, a natural born living breathing soul, living in harmony with the natural laws of the creator of the boundless universe, and over the age of twenty-one, reserving all rights, and not waiving any rights or remedies statutory or procedural.

This affidavit and statement of facts is based on Affiant's own firsthand knowledge and belief, mark Affiant's word. This Affidavit of Non-Response is presented as evidence of dishonor pursuant to legal authority.

On this 4 day of November, 2016 A.D. for the purpose of verification, I, the undersigned Affiant, do affirm that I have received no response from the Affidavit of Truth and Demand for Bill of Particulars, Second Affidavit: Affidavit of Fault and Demand For Payment, and Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure that were sent by certified mail to the following recipient:

Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550

On July 5, 2016 I mailed an Affidavit of Truth and Demand for Bill of Particulars. This notice was sent by Certified Mail Tracking No. 7015 0640 0005 1054 6695 delivered on July 12, 2016 at 10:10 a.m. at the above stated address. You did not respond as of the date of this mailing.

On July 27, 2016 I mailed a Second Affidavit: Affidavit of Fault and Demand For Payment. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7798 and delivered on July 28, 2016 at 10:00 a.m. at the above stated address. You did not respond as of the date of this mailing.

On September 17, 2016 I mailed an Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7705 and delivered on September 20, 2016 at 10:10 a.m. at the above stated address. You did not respond as of the date of this mailing. Please forward all responses to the Notary Public address above for 3<sup>rd</sup> party verification and tracking. Responses not sent to the Notary address listed, as

CERTIFIED NO.: 7016 0600 0000 7574 7668

outlined within this Affidavit will constitute non response, and will be **Null and Void**, so act in Honor and respond accordingly.

"Equality under the Law is PARAMOUNT and MANDATORY by Law"

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT NOTICE TO THE AGENT  
IS NOTICE TO PRINCIPAL  
Applicable to all successors and assigns

Silence is Acquiescence/Agreement/Dishonor

Affiant, Steven Elmer Hinds, a living, breathing, flesh-and-blood man, does affirm on Affiant's own unlimited commercial liability, that Affiant has scribed and read the foregoing facts contained in this Affidavit, and that, in accordance with the best of Affiant's firsthand knowledge and conviction, such are true, correct, complete, and not misleading, the truth, the whole truth, and nothing but the truth.

This Affidavit is dated: the 4 day of the Eleventh Month in the Year of Our Lord Two Thousand Sixteen Further Affiant Sayeth not.

Autograph Steven Elmer Hinds  
Steven Elmer Hinds  
4CC 1-308

**EXHIBIT 11**

**Fifth Affidavit to Ramos  
Notary Affidavit of Non-Response  
(1 page)**

CERTIFIED NO.: 7016 0600 0000 7574 7323

**NOTARY AFFIDAVIT OF NON-RESPONSE**

Pat O'Donnell - Notary Public  
 203 S. Water St.  
 Burnet, Texas [78611]

On this 17<sup>th</sup> day of December, A.D. 2016 for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County of Burnet, State of Texas noted above, do certify that for Claimant Steven Elmer Hinds, Secured Party Creditor, Executive Trustee for the Trust known as STEVEN ELMER HINDS, I have received no responses from the Affidavit of Truth and Demand for Bill of Particulars sent by Certified Mail #7015 0640 0005 1054 6695; the Second Affidavit: Affidavit of Fault and Demand For Payment sent by Certified Mail #7016 0600 0000 7574 7798; Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure sent by Certified Mail #7016 0600 0000 7574 7705; and Affidavit of Non-Response sent by Certified Mail #7016 0600 0000 7574 to the following recipient:


Jess Ramos  
 P.O. Box 465  
 Lampasas, Texas 76550

On July 5, 2016 I witnessed the mailing of Affidavit of Truth and Demand for Bill of Particulars, Certified Mail Tracking No. 7015 0640 0005 1054 6695, delivered on July 12, 2016 at 10:10 a.m. at the above stated address. Jess Ramos, you did not respond as of the date of this mailing.

On July 27, 2016 I witnessed the mailing of Second Affidavit: Affidavit of Fault and Demand For Payment, Certified Mail Tracking No. 7016 0600 0000 7574 7798, delivered on July 28, 2016 at 10:00 a.m. at the above stated address. Jess Ramos, you did not respond as of the date of this mailing.

On September 17, 2016 I witnessed the mailing of Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure, Certified Mail Tracking No. 7016 0600 0000 7574 7705, delivered on September 20, 2016 at 10:10 a.m. at the above stated address. Jess Ramos, you did not respond as of the date of this mailing.

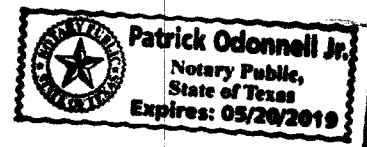
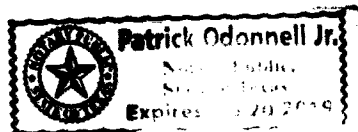
On November 4, 2016 I witnessed the mailing of Affidavit of Non-Response, Certified Mail Tracking No. 7016 0600 0000 7574 7668, delivered on November 7, 2016 at 10:09 a.m. at the above stated address. Jess Ramos, you did not respond as of the date of this mailing.

  
 Signature, Notary Public for said State of Texas

12-17-16  
 Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-19



**EXHIBIT 12**

**Copy of citation sent through  
the U.S. Mail  
(2 pages)**



LAMPASAS CO. SHERIFF'S OFFICE  
400 E. 4TH LAMPASAS, TX 76850

031032

VIOLATOR		LAST NAME		FIRST		MIDDLE	
Hicks		Skinner		Fisher			
RESIDENCE ADDRESS		CITY		STATE		ZIP CODE	
910 E 4th St		Pecos		TX		76850	
DRIVER LICENSE NO.		CDL		STATE		DATE OF BIRTH	
07554816				TX		5-2-61	
SEX		RACE		HEIGHT			
M		W		6'0"			
COMM. VEH.		OWNER/LESSEE		PRC NO.		OTHER LOCATOR INFORMATION	
COMM. VEH. CDL		INTER ST. INTRA ST.		GWR		PASSENGERS	
HAZ. MAT. PLAC.		SS # OR ADDITIONAL INFORMATION					
		401-17-6637					
VEHICLE LICENSE NO.		STATE		COLOR		YEAR MODEL	
MAKE		TYPE					
COUNTY		DATE		TIME		WEATHER	
LAMPASAS		10/27/17		9:11 AM			
LOCATION		CONSTRUCTION ZONE		WORKERS PRESENT		ALLEGED SPEED	
910 E 4th St, Lampasas, TX 76850		<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO			
VIOLATION(S)		SPEED LIMIT		RADAR CAL			
Exceeding (perkins)							
REASON FOR STOP: CITATION		VEHICLE SEARCH		TYPE OF CONSENT		NO TO ARREST	
<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO	
OTHER CONDITIONS		CONTRABAND FOUND		TYPE OF CONTRABAND		DRUGS	
		<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO	
WARNING(S) / NO PENALTY ASSESSED FOR THE FOLLOWING OFFENSES		CURRENCY		OTHER			
		<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO	
YOU ARE HEREBY NOTIFIED TO APPEAR BEFORE		JUDGE		CT		TELEPHONE	
C. J. Fisher		J. P. I.					
AT		ON OR BEFORE		DATE		TIME	
910 E 4th St, Lampasas, TX		2/18		7:00 AM		4th	
ISSUED BY		ID NO.					
J. P. I.		712					

I hereby promise to appear at the time and place designated in this notice.

SIGNATURE:

THIS IS NOT A FEE OF GUILTY

**JUDGE ANDREW GARCIA JR.**  
 JUSTICE OF THE PEACE #1  
 P.O. BOX 412  
 LAMPASAS, TX 76550  
 Tel 512 564-1845  
 Fax 512 564-1696  
 Bureau Code #2519576

**JUDGE CAMRON D. BRISTER**  
 JUSTICE OF THE PEACE #2 & #3  
 P.O. BOX 96  
 LOMETA, TX 76853  
 Tel 512 752-3497  
 Fax 512 752-8397  
 Bureau Code #8997893

**JUDGE GREG CHAPMAN**  
 JUSTICE OF THE PEACE #4  
 P.O. BOX 66  
 KEMPNER, TX 76539  
 Tel 512 932-2182  
 Fax 512 932-3884  
 Bureau Code #8871463

THIS LETTER IS FURNISHED AS A COURTESY TO YOU BY THE JUSTICE COURTS OF LAMPASAS COUNTY, TEXAS TO ASSIST IN MAKING DISPOSITION OF THE CHARGE(S) AGAINST YOU.

IF YOU WISH TO ENTER A PLEA OF GUILTY OR NOLO CONTENDRE, please indicate in the proper space provided, a plea of NOLO CONTENDRE means that you do not wish to contest the state's charge(s) against you. The plea of NOLO CONTENDRE has the same force and effect as a plea of GUILTY. Either plea indicates that you agree to waive appearance before the Court for trial. You must refer to the schedule shown on the reverse side of this letter to determine the total amount of your fine(s) and costs assessed against you. Make your remittance by **CASHIER'S CHECK** or **MONEY ORDER** payable to: **LAMPASAS COUNTY** or submit your **CREDIT CARD** payment by phone at **866.549.1010** or online at **www.certifiedpayments.net** with the Bureau Code# shown above.

IF MAILING RETURN YOUR COPY OF THE CITATION and this LETTER with your remittance.

IF YOU WISH TO ENTER A PLEA OF NOT GUILTY and desire a trial, you must so indicate in the proper space provided below and mail to the Judge whose name is marked at the top of this letter no later than the appearance date shown on the citation. You shall be notified by return mail of the court date set. You have the right to either a JURY OR NON JURY trial. Please indicate your choice. **JURY or NON JURY**.

A PARENT may have to accompany a MINOR to COURT before a PLEA can be accepted from the MINOR with certain TRAFFIC, ALCOHOL, SCHOOL or TOBACCO offenses. A PARENT will be notified by the COURT.

IF YOU FAIL TO RESPOND TO THIS CITATION BY THE APPEARANCE DATE SHOWN ON THE CITATION an ADDITIONAL charge WILL be assessed against you for VIOLATE PROMISE TO APPEAR and a WARRANT issued for your ARREST. YOUR PROMPT ATTENTION TO THIS MATTER WILL BE GREATLY APPRECIATED. THANK YOU.

#### REPLY FORM

I hereby enter a plea of **NOT GUILTY** and request a **JURY / NON-JURY TRIAL**.

I hereby enter a plea of **GUILTY** and waive appearance for trial.  
**CASHIER'S CHECK** or **MONEY ORDER** in the amount of the fine(s) is enclosed

I hereby enter a plea of **NOLO CONTENDRE** and waive appearance for trial.  
**CASHIER'S CHECK** or **MONEY ORDER** in the amount of the fine(s) is enclosed.

#### DRIVING SAFETY COURSE

I HEREBY PLEA NOLO CONTENDRE to the moving traffic citation and request to take a **DRIVING SAFETY COURSE** to dismiss the charge, except in **SPEED OF 25 M.P.H. or above**. I understand I will lose the right to request DSC, if I do not provide this written request to the court by **CERTIFIED RETURN RECEIPT** mail dated **ON or BEFORE THE APPEARANCE DATE** on my citation. I am sending **PROOF OF LIABILITY INSURANCE**, in effect at time of citation, copy of my citation, copy of my Class "C" driver's license and a **MONEY ORDER** payable to **LAMPASAS COUNTY** for \$112.10 fee with my request as required. I hereby certify that I am not in the process of taking a course not reflected on my driving record and have not completed a course in the past twelve months. I did have a valid **TEXAS DRIVER'S LICENSE** at the time the citation was issued.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS & ZIPCODE \_\_\_\_\_

**EXHIBIT 13**

**Copies of SF 24, 25 and 25A  
(6 pages)**



**BID BOND**

(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

OMB Control Number: 9000-0045

Expiration Date: 7/31/2019

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 25 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE☐ CORPORATION ☐ OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

## PENAL SUM OF BOND

## BID IDENTIFICATION

PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR (Construction, Supplies or Services)	

## OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The Principal has submitted the bid identified above.

## THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

## WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

## PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

## INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

## CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	2.		
	NAME(S) & TITLE(S) (Typed)	2.		

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

**INSTRUCTIONS**

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.  
 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

**PERFORMANCE BOND**

(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045

Expiration Date: 7/31/2019

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE  
☐ CORPORATION ☐ OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
CONTRACT DATE			
CONTRACT NUMBER			

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The Principal has entered into the contract identified above.

## THEREFORE:

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

## WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

## PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	Corporate Seal

## INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.	(Seal)
	(Seal)	(Seal)	
NAME(S) (Typed)	1.	2.	


## CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	



## CORPORATE SURETY(IES) (Continued)

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

<b>BOND PREMIUM</b> 	RATE PER THOUSAND (\$)	TOTAL (\$)
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## INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

<b>PAYMENT BOND</b> (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)	<b>OMB Control Number: 9000-0045</b> <b>Expiration Date: 7/31/2019</b>
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Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)
STATE OF INCORPORATION	

SURETY(IES) (Name(s) and business address(es))	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CONTRACT DATE</td> <td style="width: 50%;">CONTRACT NUMBER</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE	CONTRACT NUMBER		
PENAL SUM OF BOND																	
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS														
CONTRACT DATE	CONTRACT NUMBER																

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)				
<b>SURETY A</b>	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

**CORPORATE SURETY(IES) (Continued)**

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

**INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

**EXHIBIT 5**

**Steven Hinds' Claim to County on behalf  
of Elmer Hinds  
(103 pages)**

**EXHIBIT 6**

**Steven Hinds' Claim to County on behalf  
of Elmer Hinds  
(103 pages)**

CERTIFIED MAIL NO.: 7016 0600 0000 7569 4115

**STEVEN ELMER HINDS Estate**  
**STEVEN ELMER HINDS Office of Executor**  
**Steven Elmer Hinds, Executor for**  
**ELMER HINDS Estate**  
**DORIS CLARK Estate**  
**JAKE HINDS Estate**  
**LENA OLIVER Estate**  
**240 County Road 250**  
**Burnet, Texas 78611**

TO: Office of County Claims  
Suzie LaFuenta  
409 S. Pecan Street  
Lampasas, Texas 76550

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL  
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Dear Ms. LaFuenta,

1. I, Steven Elmer Hinds, am the Executor for the Estate of my father, Elmer Hinds – the ELMER HINDS Estate. Enclosed is my Claim against the County of Lampasas on behalf of my father (HINDS Estate), beginning with the background of incidents in support of the HINDS Estate Claim perpetrated by state employees, employees of agencies directly or indirectly receiving federal funds (Title 18 U.S.C. § 666), and the Claim itself. This is in my father's own words, taken from the first Affidavit he sent to John K. Greenwood, and comprise the background of incidents giving rise to this claim:

“I am 84 years old. On Saturday June 11, 2016, I was enjoying my so-called God-given constitutionally protected rights and freedoms otherwise known as privacy, life, liberty, and the pursuit of happiness with 1<sup>st</sup> Amendment fellowship and right to assemblage with like-minded people on private property off County Road 3010, Lampasas County, Texas.

About 12:00 p.m., the property was invaded by around 15 armed, uniformed men and a helicopter under the direction of David Whitis. I was in great fear about the helicopter, as it was really low, doing twists and turns, and I thought it was going to crash. I ran outside in terror. A man in a brown uniform pointed a rifle at me, and told me to get down on my belly. He did not say who he was, did not hand me a warrant or Mirandize me or anything. I was so scared, I got nearly on my knee, and I was so scared I thought I was going to have a heart attack. More uniformed men appeared and pointed semi-automatic guns at me and other people present. I was told to get up and go to the barn. I was scared, as they had weapons, so I complied. There were about 15-20 uniformed people – some of the uniforms were brown, some were dark green.

One of the uniformed people took me back outside, and asked me if a 2002 Suburban was my car. He questioned me without a warrant and without Mirandizing me, asked me



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about a paper bag on the ground, and asked me if it was my stuff. I was so terrified, I could not think or see straight, so I answered it's trash; somebody's burrito. He asked me, are these your gaffs? I was terrorized and said no they're not mine. He asked me, are these your boxes? I still could not think straight, didn't understand his questions, so I said one is, one isn't. He took me back to the barn. Next, he came back for me, brought me back down to the car, and asked me, did you put the gaffs in there? I noticed that the boxes that were in the car were now back out of the car on the ground. I also noticed that the paper trash bag had been placed inside my car. He asked me, is this your gaffs in here? I was in a state of extreme terror, couldn't think straight, was under severe duress and didn't understand his questions, so I said no, they're not mine. He said hell, they're in your car, I'm not stupid. I answered, I'm not saying you are. We both know they're mine, but I'm not admitting it. He said, well, I am confiscating them. Again, all this was done without a warrant being handed me, nor was I Mirandized.

He told me if I carried boxes of roosters back up to the barn, I wouldn't go to jail. I carried the boxes up one-by one, and somebody took pictures of me carrying the boxes. I made two trips. I set them down inside the barn. He told me I could go, but could not take my roosters. I was given a small "ticket" labeled RECEIPT No. 025355 that was not signed, was incomplete, from Hinds to an illegible name looks like "Bobo" with the initials "Tn" or "Jn" or "Tm" or "Jm" or "Tr" or "Jr." [See EXHIBIT 1 – copy of receipt no.: 025355] I saw armed, uniformed, armed men talking to my son, Steven, then Larry. I got into my car, drove over, and picked up Steven and Larry. Before I left, I asked all around for search warrant, nobody had one or saw one.

This incident, during which I was detained, terrorized almost to the point of having a heart attack is tantamount to warrantless, illegal search and seizure, robbery and deprivation of rights under color of law, use of threat, fear and intimidation to deprive me of my God-given rights secured by the U.S. Constitution under color, conspiracy to deprive rights under color of law, and intentional infliction of emotional distress. The Constitution grants courts two different criminal jurisdictions: One is a criminal jurisdiction under a Common Law, and the other is a criminal action that constitutes a condition of contract under the criminal aspects of a colorable Admiralty jurisdiction. I have a 6<sup>th</sup> Amendment right to know the true nature of any action against me. In order to determine the true nature, cause and claims of this incident, and determine who was acting under what color of law or who was an imposter, I hereby demand the following:"

2. My father, Elmer Hinds, then sent a series of requests and demand letters to John K. Greenwood (District Attorney) and Sheriff Jess Ramos to settle the matter *privately*, like gentlemen. These were in the form of a series of Affidavits that he signed under penalty of perjury via a Notary Public for third-party witness, verification and tracking. He asked each a series of questions in the nature of public information requests, open records requests and FOIA requests, which – if honestly answered/disclosed to him by John K. Greenwood and Jess Ramos – would either prove or disprove any claims against him. My father included the following caveat in each Affidavit/Demand Letter/Notice sent to Greenwood and Ramos:

"4. Failure to respond and send said response via the notary will be deemed a dishonor of this Affidavit incurring an additional charge of \$10,000.00. The Affidavit is evidence that may be used according to the Federal Rules of Evidence to prosecute or enforce any default by you in this matter.

CERTIFIED MAIL NO.: 7016 0600 0000 7569 4115

5. Jess Ramos/John Greenwood, you are required to have an oath of office on file for public scrutiny, and Bonds to guarantee your faithful performance of your duties, pursuant to your oath as the law requires, as well as malpractice insurance. I respectfully demand that you send me a certified copy of your timely filed oath of office and copies of all bonds you are required to obtain according to law including documented proof of your malpractice insurance.

6. Elmer Hinds declares that as his un-enfranchised status as a preamble American Citizen of the guaranteed "Republican form" of government known as The United States of America and inhabitant of Texas, that without a corpus delicti, no court, judicial or legislative tribunal has a criminal jurisdiction over his person or property. Since no warrant was given me, I am free to presume that there was no Verified Complaint ever timely prepared and filed with a Magistrate under Oath as required by law, and then presented in a form acceptable to the Clerk of the Court as required by *Wong Sun v. United States*, 371 U.S. 471, 481-482 (1963). The threshold question of proper In Personam, In Rem or Subject Matter jurisdiction was never duly and timely achieved with the subject Lampasas warrantless raid. Therefore, a Warrant for Arrest or notice to arrest Steven Hinds after-the-fact would be produced without proper judicial authority or immunity. The holding case law cited above clearly says NO JURISDICTION to the court and NO JEOPARDY to the accused. This means that someone or a group of coconspirators have overtly created a false public record accusing Elmer Hinds under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void."

3. John Greenwood never responded as stipulated, and neither did Jess Ramos.

Correspondence sent to District Attorney John K. Greenwood  
P.O. Box 1300, Lampasas, Texas 76550-1300

4. On July 5, 2016 my father mailed an Affidavit of Truth and Demand for Bill of Particulars Certified no.: 7015 0640 0005 1054 6671 which was delivered to John Greenwood on July 13, 2016 at 10:44 a.m. at the above stated address, see EXHIBIT 2 copy of his Affidavit and Proof of Claim. Elmer Hinds demanded that Greenwood provide proof of his claim by answering many questions, which would – if honestly answered – establish Greenwood's legitimacy, standing, and lawfulness of his actions. Every question was relevant to the subject matter of the action, and would lead to other admissible evidence relating to sworn law enforcement officers acting outside the gambit of their delegated authority and orchestrating robbery schemes under false pretenses at the direction of private citizen and Humane Society employee Eric Sakach doing business from 5301 Madison Ave., Ste. 2020, Sacramento, California 95841, and participating in racketeering and extortion schemes under color. My father also submitted a Claim for compensation for the loss of his property including his rights, which was *assumed* and *presumed* to be owned, regulated and controlled by Greenwood and his agents:

**"TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Elmer Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

- I) Five Thousand Dollars (\$5,000.00) for injuries by your or your agents' actions per person per occurrence,

CERTIFIED MAIL NO.: 7016 0600 0000 7569 4115

- II) Ten Thousand Dollars (\$10,000.00) for failure to provide copies of all bonds and malpractice insurance carrier per person per occurrence,
- III) Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV) The value of said property taken – 8 roosters @ \$5,000.00 per rooster or \$40,000.00, plus two heirloom boxes, 5 stall per box at \$50.00 per stall or \$500.00, plus 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 total = TOTAL DAMAMGES of \$45,500.00 plus treble damages,
- V) Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI) You tacitly agree that you will compensate Elmer Hinds for all costs; fees and expenses incurred in defending this action against you.”

And further on in the document: “7. If Elmer Hinds is retaliated against, falsely charged, harassed or arrested for exercising his unalienable rights secured by the Constitution for the United States of America, he will file criminal charges and a federal temporary restraining order and injunction.”

5. Greenwood never responded with an Affidavit of his own as stipulated, signed under penalty of perjury, and failed to dispute, admit, rebut or deny the facts and information outlined.

6. On July 27, 2016 my father mailed a Second Affidavit: Affidavit of Fault and Demand for Payment. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7804 and delivered on July 28, 2016 at 10:00a.m. at John Greenwood’s stated address, see EXHIBIT 3 copy of Elmer Hinds’ Second Affidavit: Affidavit of Fault and Demand for Payment. My father reminded Greenwood that he failed to provide proof of his claim or prove the legitimacy of his actions by answering the questions in Elmer’s first Affidavit, thus, he agreed that there was no legitimacy to any of his actions or of those he directed. His failure to respond, dispute, admit, rebut or deny the facts and information outlined in my father’s Affidavit of Proof of Claim constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavit was true, correct, legal, lawful and binding upon Greenwood, to the terms of the Affidavit and Contract, in any court, anywhere in America, without his protest or objection or that of those who represent him, and he accepted full commercial liability.

7. This also included quotes from the First Notice: “7. If Elmer Hinds is retaliated against, falsely charged, harassed or arrested for exercising his unalienable rights secured by the Constitution for the United States of America, he will file criminal charges and a federal temporary restraining order and injunction.” My father included jurisdictional challenges, and submitted a Claim for compensation for the loss of his property including his rights:

**“TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Elmer Hinds by certified mail, with a cashier’s check within thirty (30) days of the date of billing by Affiant, in the following amounts:

- I) Five Thousand Dollars (\$5,000.00) for injuries by your or your agents’ actions per person per occurrence,
- II) Ten Thousand Dollars (\$10,000.00) for failure to provide copies of all bonds and malpractice insurance carrier per person per occurrence,

CERTIFIED MAIL NO.: 7016 0600 0000 7569 4115

- III) Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV) The value of said property taken – 8 roosters @ \$5,000.00 per rooster or \$40,000.00, plus two heirloom boxes, 5 stall per box at \$50.00 per stall or \$500.00, plus 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 total = TOTAL DAMAMGES of \$45,500.00 plus treble damages,
- V) Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI) You tacitly agree that you will compensate Elmer Hinds for all costs; fees and expenses incurred in defending this action against you.”

8. Greenwood never responded with an affidavit of his own as stipulated, signed under penalty of perjury, and failed to dispute, admit, rebut or deny the facts and information outlined.

9. On September 17, 2016 my father, Elmer Hinds, mailed a third Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7675, delivered September 30, 2016 at 9:36 a.m. at John Greenwood's stated address, see EXHIBIT 4 copy of third notice Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure. My father began with the instruction that this was his attempt to settle this before going to court; that all that is being done is the establishment of claims and obligations. The purpose of the Commercial Affidavit Process is to make claims and determine if the accused (John Greenwood) agrees or not. If the Accused does not contest the claims, there is no dispute to be adjudicated thus the appropriate damages are consensually agreed-upon. Thus it is pre-judicial. My father also reminded him on page 2:

- “3. Mr. Greenwood, my Affidavits only asked you to prove the claim as to how I could have guns pointed at me, how I could be detained, questioned and robbed of my property and rights – all without a warrant, without jurisdiction, without probable cause, without a Miranda warning, and without due process of law.
- 4. Mr. Greenwood, the only way to respond to an affidavit is with a counter affidavit rebutting point for point that in which you disagree signed under penalty of perjury and notarized, anything less is a non-response and is null and void.
- 5. Mr. Greenwood, your failure to dispute or respond constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavits were true, correct, legal, lawful and binding upon you, all the unknown officers, John Greenwood, and Eric Sakach, registered Humane USA Political Action Committee agent, 5301 Madison Ave., Ste. 2020, Sacramento, California 95841, to the terms of the Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and you accepted full commercial liability.”

10. My father included other caveats regarding Greenwood's agreement by silence, and submitted a Claim for compensation for the loss of his property including his rights on page 5:

**“TAKE NOTICE:** Your failure to prove your claim and respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Elmer Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

CERTIFIED MAIL NO.: 7016 0600 0000 7569 4115

ITEM	QUANTITY	COST
Agents' actions (3 agents @ \$5,000.00 per agent)		\$ 15,000.00
Failure to provide bonds/malpractice insurance carrier		\$ 10,000.00
Documents filed/mailed (3 documents @ \$5,000.00 ea.)		\$ 15,000.00
Value of property taken (8 roosters @ \$5,000.00 per rooster or \$40,000.00, two heirloom boxes, 5 stall per box at \$50.00 per stall or \$500.00, 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 total = total damages of \$45,500.00 X 3 (treble damages)		\$136,500.00
Deprivation of my liberty		\$250,000.00
Penalty for failing to settle @ \$100.00 per day from August 28, 2016 to September 15, 2016 (18 days)		\$ 1,800.00
Irreparable harm (amount to increase for each future injury or until paid in full)		
<b>TOTAL:</b>		<b>\$428,300.00"</b>

11. Greenwood never responded with an affidavit of his own as stipulated, signed under penalty of perjury, and failed to dispute, admit, rebut or deny the facts and information outlined, thus his silence is his acquiescence, admission, and agreement with the terms of my Affidavit.

12. On November 4, 2016, my father, Elmer Hinds, sent John Greenwood an Affidavit of Non-Response, Certified Mail Tracking No. 7016 0600 0000 7574 7729, which was delivered on November 7, 2016 at 2:31 p.m. at John Greenwood's stated address, see EXHIBIT 5 copy of Affidavit of Non-Response. In this, my father swore under penalty of perjury that he had received no response to any of his prior Notices, Affidavits, Opportunities to Cure, Fault, etc.

13. On December 17, 2016, my father's Notary mailed a Notary Affidavit of Non-Response, which was mailed Certified Mail Tracking No. 7016 0600 0000 7574 7347, which was delivered on December 22, 2016 at 3:09 p.m. at John Greenwood's stated address, see EXHIBIT 6 copy of Notary Affidavit of Non-Response. This was an affidavit done by Elmer Hinds' Notary, saying that he either mailed or witnessed the mailing of all my father's prior Affidavits, and that he had received no response from John Greenwood.

Correspondence sent to Jess Ramos (Sheriff),  
P.O. Box 465, Lampasas, Texas 76550

14. On July 5, 2016 my father mailed an Affidavit of Truth and Demand for Bill of Particulars Certified no.: 7015 0640 0005 1054 6701, which was delivered on July 12, 2016 at 10:10 a.m. at the above stated address, see EXHIBIT 7 copy of Elmer Hinds' Affidavit and Proof of Claim. My father demanded that Ramos provide proof of his claim by answering many questions, which would – if honestly answered – establish his legitimacy, standing, and lawfulness of his actions. Every question was relevant to the subject matter of the action, and would lead to other admissible evidence relating to sworn law enforcement officers acting outside the gambit of their delegated authority and orchestrating robbery schemes under false pretenses at the direction of private citizen and Humane Society employee Eric Sakach from Sacramento, California, and participating in racketeering and extortion schemes under color. Elmer Hinds also submitted a Claim for compensation for the loss of his property including his rights, which were *assumed* and *presumed* to be owned, regulated and controlled by Jess Ramos and his agents:



CERTIFIED MAIL NO.: 7016 0600 0000 7569 4115

**“TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Elmer Hinds by certified mail, with a cashier’s check within thirty (30) days of the date of billing by Affiant, in the following amounts:

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- III) Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV) The value of said property taken – 8 roosters @ \$5,000.00 per rooster or \$40,000.00, plus two heirloom boxes, 5 stall per box at \$50.00 per stall or \$500.00, plus 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 total = TOTAL DAMAMGES of \$45,500.00 plus treble damages,
- V) Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI) You tacitly agree that you will compensate Elmer Hinds for all costs; fees and expenses incurred in defending this action against you.”

15. And further on in the document: “7. If Elmer Hinds is retaliated against, falsely charged, harassed or arrested for exercising his unalienable rights secured by the Constitution for the United States of America, he will file criminal charges and a federal temporary restraining order and injunction.” Ramos never responded with an affidavit of his own as stipulated, signed under penalty of perjury, and failed to dispute, admit, rebut or deny the facts and information outlined.

16. On July 27, 2016 my father mailed a Second Affidavit: Affidavit of Fault and Demand for Payment. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7811 and delivered on July 28, 2016 at 10:00 a.m. at Jess Ramos’ stated address, see EXHIBIT 8 copy of Elmer Hinds’ Second Affidavit: Affidavit of Fault and Demand for Payment. My father reminded Ramos that he failed to provide proof of his claim or prove the legitimacy of his actions by answering the questions in my father’s first Affidavit, thus, Ramos agreed that there was no legitimacy to any of his actions or of those he directed. His failure to respond, dispute, admit, rebut or deny the facts and information outlined in my father’s Affidavit of Proof of Claim constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavit was true, correct, legal, lawful and binding upon him, Ramos, to the terms of the Affidavit and Contract, in any court, anywhere in America, without his protest or objection or that of those who represent him, and he accepted full commercial liability.

17. My father included jurisdictional challenges, and submitted a Claim for compensation for the loss of his property including his rights:

**“TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Elmer Hinds by certified mail, with a cashier’s check within thirty (30) days of the date of billing by Affiant, in the following amounts:



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- V) Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI) You tacitly agree that you will compensate Elmer Hinds for all costs; fees and expenses incurred in defending this action against you.”

21. Ramos never responded with an affidavit of his own as stipulated, signed under penalty of perjury, and failed to dispute, admit, rebut or deny the facts and information outlined.

18. On September 17, 2016 Elmer Hinds mailed a third Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7682 delivered September 20, 2016 at 10:10 a.m. at Jess Ramos' stated address, see EXHIBIT 9 copy of third notice Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure. My father began with the instruction that this was his attempt to settle this before going to court; that all that is being done is the establishment of claims and obligations. The purpose of the Commercial Affidavit Process is to make claims and determine if the accused (Jess Ramos) agrees or not. If the Accused does not contest the claims, there is no dispute to be adjudicated thus the appropriate damages are consensually agreed-upon. Thus it is pre-judicial. My father also reminded Ramos on page 2:

- “3. Mr. Ramos, my Affidavits only asked you to prove the claim as to how I could have guns pointed at me, how I could be detained, questioned and robbed of my property and rights – all without a warrant, without jurisdiction, without probable cause, without a Miranda warning, and without due process of law.
- 4. Mr. Ramos, the only way to respond to an affidavit is with a counter affidavit rebutting point for point that in which you disagree signed under penalty of perjury and notarized, anything less is a non-response and is null and void.
- 5. Mr. Ramos, your failure to dispute or respond constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavits were true, correct, legal, lawful and binding upon you, all the unknown officers, John Greenwood, and Eric Sakach, registered Humane USA Political Action Committee agent, 5301 Madison Ave., Ste. 2020, Sacramento, California 95841, to the terms of the Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and you accepted full commercial liability.”

19. Elmer Hinds included other caveats regarding Ramos' agreement by silence, and submitted a Claim for compensation for the loss of his property including his rights on page 5:

CERTIFIED MAIL NO.: 7016 0600 0000 7569 4115

**“TAKE NOTICE:** Your failure to prove your claim and respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Elmer Hinds by certified mail, with a cashier’s check within thirty (30) days of the date of billing by Affiant, in the following amounts:

ITEM	QUANTITY	COST
Agents’ actions (3 agents @ \$5,000.00 per agent).....		\$ 15,000.00
Failure to provide bonds/malpractice insurance carrier.....		\$ 10,000.00
Documents filed/mailed (3 documents @ \$5,000.00 ea.).....		\$ 15,000.00
Value of property taken (8 roosters @ \$5,000.00 per rooster or \$40,000.00, two heirloom boxes, 5 stall per box at \$50.00 per stall or \$500.00, 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 total = total damages of \$45,500.00 X 3 (treble damages).....		\$136,500.00
Deprivation of my liberty.....		\$250,000.00
Penalty for failing to settle @ \$100.00 per day from August 28, 2016 to September 15, 2016 (18 days).....		\$ 1,800.00
Irreparable harm (amount to increase for each future injury or until paid in full).....		
<b>TOTAL:</b>		<b>\$428,300.00”</b>

20. Ramos never responded with an affidavit of his own as stipulated, signed under penalty of perjury, and failed to dispute, admit, rebut or deny the facts and information outlined, thus his silence is his acquiescence, admission, and agreement with the terms of my father’s Affidavit.

21. On November 4, 2016, Elmer Hinds’ Notary sent Jess Ramos an Affidavit of Non-Response, Certified Mail Tracking No. 7016 0600 0000 7574 7736, which was delivered on November 7, 2016 at 10:09 a.m. at Jess Ramos’ stated address, see EXHIBIT 10 copy of Affidavit of Non-Response. This was an affidavit done by my father’s Notary, saying that he either mailed or witnessed the mailing of all my father’s prior Affidavits, and that he had received no response from Jess Ramos.

22. On December 17, 2016, my father’s Notary mailed a Notary Affidavit of Non-Response, which was mailed Certified Mail Tracking No. 7016 0600 0000 7574 7330, which was delivered to Jess Ramos on December 22, 2016 at 2:54 p.m. at Jess Ramos’ stated address, see EXHIBIT 11 copy of Notary Affidavit of Non-Response. This was an affidavit done by Elmer Hinds’ Notary, simply saying that he either mailed or witnessed the mailing of all Elmer Hinds’ prior Affidavits, and that he had received no response from Jess Ramos.

23. On or around late November 2017, Elmer Hinds received, through the U.S. Mail, the attached copy of a citation, written a year and a half after-the-fact, not signed, with no signature by him agreeing to appear, see EXHIBIT 12 copy of citation, with private information illegally disclosed. This threat to “charge” Elmer Hinds was sent well after both Greenwood and Ramos, were estopped based on laches and acquiescence by their silence, which barred pursuit of this matter.

## Claim

1. WHEREAS Elmer Hinds has not harmed anybody; has not caused harm to a single living soul. John Greenwood, working in the agency of Lampasas County Prosecutor, has failed to rebut,

CERTIFIED MAIL NO.: 7016 0600 0000 7569 4115

deny, explain or counter with an Affidavit of his own, signed under penalty of perjury, and by his silence he has agreed with all the terms in Elmer Hinds' Affidavits and Demand Letters, mailed certified between July 5, 2016 and December 17, 2016. By his silence, John K. Greenwood has also agreed that he and his agents deprived Elmer Hinds of unalienable rights under color without authority including but not limited to: life, liberty and pursuit of happiness, privacy, due process, full disclosure, bills of attainder prohibited and intangible right to honest services (Texas Bill of Rights, U.S. Constitution 1<sup>st</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 8<sup>th</sup> Amendments). Elmer Hinds' administrative remedies are complete after he gave John Greenwood at least four opportunities to cure and/or prove his claim, and if he had done so, Elmer Hinds included the caveat that all would be forgiven. John K. Greenwood has not done so, has created his own default, and this Claim is now ripe for settlement.

2. WHEREAS Elmer Hinds has not harmed anybody; has not caused harm to a single living soul. Jess Ramos, working in the agency of Lampasas Sheriff Department, has also failed to rebut, deny, explain or counter with an Affidavit of his own, signed under penalty of perjury, and by his silence he has agreed with all the terms in Elmer Hinds' Affidavits and Demand Letters, mailed certified between July 5, 2016 and December 17, 2016. By his silence, Jess Ramos has also agreed that he and his agents deprived Elmer Hinds of unalienable rights under color without authority including but not limited to: life, liberty and pursuit of happiness, privacy, due process, full disclosure, bills of attainder prohibited and intangible right to honest services (Texas Bill of Rights, U.S. Constitution 1<sup>st</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 8<sup>th</sup> Amendments). Elmer Hinds' administrative remedies are complete after he gave Jess Ramos at least four opportunities to cure and/or prove his claim, and if he had done so, Elmer Hinds included the caveat that all would be forgiven. Jess Ramos has not done so, has created his own default, and this Claim is now ripe for settlement.

3. WHEREAS Elmer Hinds has not harmed anybody. The County of Lampasas, by and through its agent John K. Greenwood, District Attorney for the County of Lampasas, authorized the warrantless raid, seizure of my property at gunpoint without due course of law by Sheriff Department agents, Texas Parks and Wildlife agents, Texas Department of Public Safety agents, and Texas Rangers, whose names, Oaths, Bonds, etc. were never disclosed to Elmer Hinds. Greenwood committed this conduct outside the law at the direction of Eric Sakach, Humane Society employee, doing business from 5301 Madison Ave., Ste. 2020, Sacramento, California 95841. District Attorney John K. Greenwood had ample notice and opportunity to deny or cure after Elmer Hinds sent four administrative notices, Certified via a Notary, to which Greenwood never disputed, responded, rebutted or denied, and by his silence has agreed with the terms in Elmer Hinds' Affidavits. Thus, it is res judicata, there is no dispute or controversy, and there is agreement between all parties.

4. WHEREAS The County of Lampasas, also by and through its agent Sheriff Jess Ramos participated and orchestrated warrantless raid, seizure of Elmer Hinds' property and identity theft at gunpoint without due course of law by Sheriff Department agents, Texas Parks and Wildlife agents, Texas Department of Public Safety agents, and Texas Rangers, whose names, Oaths, Bonds, etc. were never disclosed to Elmer Hinds. Sheriff Jess Ramos had ample notice and opportunity to deny or cure after Elmer Hinds sent four administrative notices, Certified via a Notary, to which Jess Ramos never disputed, responded, rebutted or denied, and by his silence has agreed with the terms in Elmer Hinds' Affidavits. Thus, it is res judicata, there is no dispute or controversy, and there is agreement between all parties.

5. WHEREAS, John K. Greenwood has agreed to have his Bond/Insurance pay the following to Steven Hinds, Executor for the ELMER HINDS Estate by Certified Funds:

CERTIFIED MAIL NO.: 7016 0600 0000 7569 4115

ITEM	QUANTITY	COST
Agents' actions (3 agents @ \$5,000.00 per agent)		\$ 15,000.00
Failure to provide bonds/malpractice insurance carrier		\$ 10,000.00
Documents filed/mailed (3 documents @ \$5,000.00 ea.)		\$ 15,000.00
Value of property taken (8 roosters @ \$5,000.00 per rooster or \$40,000.00, two heirloom boxes, 5 stall per box at \$50.00 per stall or \$500.00, 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 total = total damages of \$45,500.00 X 3 (treble damages)		\$136,500.00
Deprivation of Elmer Hinds' liberty		\$250,000.00
Penalty for failing to settle @ \$100.00 per day from August 28, 2016 to February 5, 2018 (526 days)		\$ 52,600.00
Irreparable harm (amount to increase for each future injury or until paid in full)		
TOTAL for John K. Greenwood:		<b>\$479,100.00</b>

6. WHEREAS, Jess Ramos has agreed to have his Bond/Insurance pay the following to Steven Hinds, Executor for the ELMER HINDS Estate by Certified Funds:

ITEM	QUANTITY	COST
Agents' actions (3 agents @ \$5,000.00 per agent)		\$ 15,000.00
Failure to provide bonds/malpractice insurance carrier		\$ 10,000.00
Documents filed/mailed (3 documents @ \$5,000.00 ea.)		\$ 15,000.00
Value of property taken (8 roosters @ \$5,000.00 per rooster or \$40,000.00, two heirloom boxes, 5 stall per box at \$50.00 per stall or \$500.00, 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 total = total damages of \$45,500.00 X 3 (treble damages)		\$136,500.00
Deprivation of Elmer Hinds' liberty		\$250,000.00
Penalty for failing to settle @ \$100.00 per day from August 28, 2016 to February 5, 2018 (526 days)		\$ 52,600.00
Irreparable harm (amount to increase for each future injury or until paid in full)		
TOTAL for Jess Ramos:		<b>\$479,100.00</b>

## Additional Claims

7. WHEREAS John K. Greenwood, Jess Ramos and Andrew Garcia, Jr. have conspired to bring false charges by sending Elmer Hinds a Citation through the U.S. Mail on late November 2017, a year and a half after the June 11, 2016 incident, see EXHIBIT 12 copy of citation no.: 031033. This citation was issued well after the time limit for a warrant to be issued has passed, and well after Greenwood and Ramos were estopped based on laches and acquiescence by their silence, which bars pursuit of this matter. Greenwood and Ramos have thus retaliated against, falsely charged, harassed and threatened to have Elmer Hinds arrested. Both of them have conspired to stalk Elmer Hinds, as the information on his driver's license – taken from him by gunpoint – did not contain Elmer Hinds' social security number, was listed on the citation, which was sent to Elmer Hinds' 82-year old wife, and which has upset her. Conspiracy, conspiracy against rights, stalking, intentional infliction of emotional distress, deprivation of rights under

CERTIFIED MAIL NO.: 7016 0600 0000 7569 4115

color, identity theft, racketeering, extortion, violating the U.S. and Texas Constitutions and elder abuse are additional Claims.

8. WHEREAS Both John K. Greenwood and Jess Ramos, in conspiracy with Matt Barnes, Officer "Bobo," and Judge Andrew, Garcia, Jr. have also attempted to administer the Estate of ELMER HINDS without Power of Attorney from me, Steven Elmer Hinds, Executor and Administrator of the ELMER HINDS Estate, and without SF 24, SF 25, and SF 25A, see EXHIBIT 13 copies of Standard Forms 24, 25 and 25A. The entities, Agents, and Individuals listed above are, by their own admissions, records, actions, inactions, omissions, malfeasance, misconduct, or pure negligence, factually Lien Debtors. No *public* person, corporation, company or entity has attorney in fact, power of attorney or standing to administer the estate of ELMER HINDS, and are forbidden to do so as they are in bankruptcy:

- ❖ The office of the Sheriff's Department (Jess Ramos), 410 E. 4<sup>th</sup> St., Lampasas, TX, 76550, is listed on Dunn & Bradstreet as a privately-held company, with a DUNS number 102138364, and is listed as a branch (subsidiary) of LAMPASAS COUNTY.
- ❖ The JP Court, (Judge Andrew Garcia, Jr.) at P.O. Box 412, Lampasas, TX, 76550, is listed on Dunn & Bradstreet as a privately-held company, with a DUNS number 031704560, and is also listed as a branch (subsidiary) of LAMPASAS COUNTY.
- ❖ The County Court, (Judge Wayne Boultinghouse) at 501 E. 4<sup>th</sup> St., Lampasas, TX, 76550, is listed on Dunn & Bradstreet as a privately-held company, with a DUNS number 929475291, and is also listed as a branch (subsidiary) of LAMPASAS COUNTY.
- ❖ LAMPASAS COUNTY, 409 S. Pecan St., Ste. 209, Lampasas, TX, 76550, is listed on Dunn & Bradstreet as a privately-held company, with a DUNS number 021936885. The County Attorney's Office is also listed at this address, Floor 2, with the same DUNS number. LAMPASAS COUNTY is a subsidiary of the STATE OF TEXAS.
- ❖ The STATE OF TEXAS is also a privately-held corporation, DUNS number 002537595. The STATE OF TEXAS is a subsidiary of the UNITED STATES (Inc.)
- ❖ The UNITED STATES (Inc.) is also a privately-held corporation, DUNS number 052714196.
- ❖ The UNITED STATES, Inc. is in bankruptcy. The United States Federal Government (UNITED STATES, Inc.) was dissolved by the Emergency Banking Act, March 9, 1933, 48 Stat. 1, Public Law 89-719; declared by President Roosevelt as being bankrupt and insolvent per H.J.R. 192, 73<sup>rd</sup> Congress in session June 5, 1933. This bankruptcy was clearly reiterated on March 17, 1993 on the floor of the House of Representatives by James Traficant, Jr. (Ohio) addressing the House. It is recorded in the United States Congressional Record, Wednesday, March 17, 1993, Volume #33, page H1303. All of UNITED STATES, Inc. subsidiaries are also bankrupt: STATE OF TEXAS, the COUNTY OF LAMPASAS, and all its branches/subsidiaries: Sheriff's Department (Jess Ramos), 410 E. 4<sup>th</sup> St., Lampasas, TX, 76550; JP Court, (Judge Andrew Garcia, Jr.) at P.O. Box 412, Lampasas, TX, 76550; County Court (Judge Wayne Boultinghouse) at 501 E. 4<sup>th</sup> St., Lampasas, TX, 76550; and County Attorney's Office (John K. Greenwood), 409 S. Pecan St., Floor 2, Lampasas, TX, 76550.

9. WHEREAS The offices of the COUNTY OF LAMPASAS, its branches/subsidiaries Sheriff's Department (Jess Ramos), JP Court, (Judge Andrew Garcia, Jr.), County Court (Judge



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Wayne Boultinghouse), and County Attorney's Office (John K. Greenwood), and their agents are bankrupt, are debtors to the true creditor, Elmer Hinds, and are estopped from filing any "charges" against the Creditor.

10. WHEREAS John K. Greenwood, Jess Ramos, Andrew Garcia, Jr. and their agents, Matt Barnes, Officer "Bobo," and others, by their silence, admitted and agreed that they used their official positions and their agencies' offices to abuse Elmer Hinds and violate the Texas and U.S. Constitutions. By sending an additional Citation through the U.S. mail, Greenwood, Ramos, Garcia, Jr. and their agents attempted to administer the ELMER HINDS Estate without authority/power of attorney from Elmer Hinds or Steven Hinds, committed mail fraud, fraud and swindle, embezzlement, theft, false personations and cheats, stalking, elder abuse, identity theft, conspiracy against rights, deprivation of rights under color, attempted collection of unlawful debt, defamation of character – and committed this complained of conduct after they, by their silence, admitted they were estopped and indebted to Elmer Hinds for causing him loss of time, loss of money, injury to his health, reputation and standing in the community, loss of faith in government, breach of their contract and breach of their Oaths; intentionally caused Elmer Hinds harm, and deliberately inflicted emotional distress upon him and his wife, which are additional claims:

PERSON:	CRIME:	PENALTY
Greenwood	Abuse of Official Capacity [T.P.C. § 39.02(a)(2), (c)(7), (f)]	\$ 10,000.00
Ramos	Abuse of Official Capacity [T.P.C. § 39.02(a)(2), (c)(7), (f)]	\$ 10,000.00
Greenwood	Misuse of Official Capacity [T.P.C. § 39.03(a), (d)]	\$ 10,000.00
Ramos	Misuse of Official Capacity [T.P.C. § 39.03(a), (d)]	\$ 10,000.00
Greenwood	Criminal Solicitation of felony [T.P.C. § 15.03(a), (d)(1)]	\$ 10,000.00
Ramos	Criminal Solicitation of felony [T.P.C. § 15.03(a), (d)(1)]	\$ 10,000.00
Greenwood	Cruelty to Livestock Animals [T.P.C. § 15.03(a), (d)(1)]	\$ 10,000.00
Ramos	Cruelty to Livestock Animals [T.P.C. § 15.03(a), (d)(1)]	\$ 10,000.00
Greenwood	Aggravated Perjury [T.P.C. § 137.03]	\$ 10,000.00
Ramos	Aggravated Perjury [T.P.C. § 137.03]	\$ 10,000.00
Greenwood	Unauthorized Practice of Law [T.P.C. § 38.123(a), (d)]	\$ 10,000.00
Ramos	Unauthorized Practice of Law [T.P.C. § 38.123(a), (d)]	\$ 10,000.00
Greenwood	Official Oppression [T.P.C. § 39.03(a), (d)]	\$ 10,000.00
Ramos	Official Oppression [T.P.C. § 39.03(a), (d)]	\$ 10,000.00
Greenwood	Barratry [T.P.C. § 38.12(d), (g)]	\$ 4,000.00
Ramos	Barratry [T.P.C. § 38.12(d), (g)]	\$ 4,000.00
Greenwood	Perjury [T.P.C. § 37.02]	\$ 4,000.00
Ramos	Perjury [T.P.C. § 37.02]	\$ 4,000.00
Greenwood	Fabricating Physical Evidence [T.P.C. § 37.09(c), (d)(2)]	\$ 4,000.00
Ramos	Fabricating Physical Evidence [T.P.C. § 37.09(c), (d)(2)]	\$ 4,000.00
Greenwood	Principal [18 U.S.C. § 2]	Life in prison or death
Ramos	Principal [18 U.S.C. § 2]	Life in prison or death
Greenwood	Accessory after the fact [18 U.S.C. § 3]	15 years in prison
Ramos	Accessory after the fact [18 U.S.C. § 3]	15 years in prison
Greenwood	Misprison of felony [18 U.S.C. § 4]	3 years in prison
Ramos	Misprison of felony [18 U.S.C. § 4]	3 years in prison
Greenwood	Accessory after the fact [18 U.S.C. § 4]	\$ 350,000.00
Ramos	Accessory after the fact [18 U.S.C. § 4]	\$ 350,000.00
Greenwood	Conspiracy against rights [18 U.S.C. § 241]	life or death & \$ 250,000.00



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Ramos Conspiracy against rights [18 U.S.C. § 241].....	life or death & \$ 250,000.00
Greenwood Deprivation of rights under color [18 U.S.C. § 242].....	life or death & \$ 250,000.00
Ramos Deprivation of rights under color [18 U.S.C. § 242].....	life or death & \$ 250,000.00
Greenwood Theft or bribery while receiving federal funds [18 U.S.C. § 666].....	\$ 250,000.00
Ramos Theft or bribery while receiving federal funds [18 U.S.C. § 666].....	\$ 250,000.00
Greenwood Extortionate credit transactions [18 U.S.C. §§ 891-896].....	\$ 250,000.00
Ramos Extortionate credit transactions [18 U.S.C. §§ 891-896].....	\$ 250,000.00
Greenwood False statements [18 U.S.C. § 1001].....	\$ 250,000.00
Ramos False statements [18 U.S.C. § 1001].....	\$ 250,000.00
Greenwood and agents Identity Theft [18 U.S.C. § 1028A].....	\$ 250,000.00
Ramos and agents Identity Theft [18 U.S.C. § 1028A].....	\$ 250,000.00
Greenwood Conspiracy to Defraud Government [18 U.S.C. § 1286].....	\$ 250,000.00
Ramos Conspiracy to Defraud Government [18 U.S.C. § 1286].....	\$ 250,000.00
Greenwood Fraud and swindle, denial of intangible right to honest services [18 U.S.C. §§ 1341-1346].....	\$ 250,000.00
Ramos Fraud and swindle, Fraud and swindle, denial of intangible right to honest services [18 U.S.C. §§ 1341-1346].....	\$ 250,000.00
Greenwood False declarations before court [18 U.S.C. § 1623].....	\$ 250,000.00
Ramos False declarations before court [18 U.S.C. § 1623].....	\$ 250,000.00
Greenwood Racketeering Activity [18 U.S.C. §§ 1961-1964].....	\$ 250,000.00
Ramos Racketeering Activity [18 U.S.C. §§ 1961-1964].....	\$ 250,000.00
Greenwood false personation [22 U.S.C. Foreign Registrations Act].....	\$ 10,000.00
Ramos false personation [22 U.S.C. Foreign Registrations Act].....	\$ 10,000.00
Greenwood False Claims [31 U.S.C. § 3729].....	\$ 10,000.00
Ramos False Claims (duties as prescribed by law) [31 U.S.C. § 3729].....	\$ 10,000.00
Greenwood Breach of Contract, Breach of Trust [42 U.S.C. § 1983].....	\$1,000,000.00
Ramos Breach of Contract, Breach of Trust [42 U.S.C. § 1983].....	\$1,000,000.00
	<b>TOTAL: \$ 8,904,000.00</b>
	<b>Prior Claims already agreed: + \$ 958,200.00</b>
	<b>GRAND TOTAL: \$ 9,862,200.00</b>

11. Please send Certified Funds made out to Steven Hinds, Administrator for the ELMER HINDS Estate for nine million, eight hundred and sixty-two thousand, two hundred dollars (\$9,862,200.00) to my Notary at:

Pat O'Donnell – Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

12. Settlement in full of this Claim does not waive Steven Elmer Hinds, Executor for the ELMER HINDS Estate, rights to Amend this Claim in the event there are future intrusions against Elmer Hinds, Steven Elmer Hinds or any of their Estates.

Autograph Steven Elmer Hinds  
ELMER HINDS Estate

Steven Elmer Hinds, Executor for ELMER HINDS Estate

20 FEBRUARY 2018  
Date

**EXHIBIT 1**

**Receipt for property stolen  
(1 page)**

(1) USB IN RIDGEON - IN R. P. KET

<b>RECEIPT</b>		No. 025355	
DATE <u>6-11-2016</u>			
FROM <u>ELMER HINDS</u>		12-6-51	
		\$	
2 BINS OF BIRDS & CARDS/TULS ON GROUND DOLLARS			
<input type="radio"/> FOR RENT <input type="radio"/> FOR <u>HINDS STORED BIRDS IN BARN</u> <i>[Signature]</i>			
ACCT.		<input type="radio"/> CASH	FROM <u>HINDS</u> TO <u>0.00</u>
PAID		<input type="radio"/> CHECK	
		<input type="radio"/> MONEY ORDER	
DUE		<input type="radio"/> CREDIT CARD	
			BY <i>[Signature]</i>
			A-1152 T-4161

**EXHIBIT 2**

**First Affidavit to Greenwood  
Demand for Bill of Particulars  
(12 pages)**

# Index

CERTIFIED MAIL # 7015 0640 0005 1054 6671

**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]

On this 5<sup>th</sup> Day of July, 2016, I witnessed one copy being inserted into an envelope of the following:

Affidavit and Demand for Bill of Particulars (11 Pages)

A total of Eleven (11) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail Tracking No. 7015 0640 0005 1054 6671, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Texas

District Attorney John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300

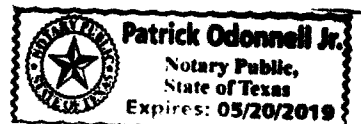
I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 5<sup>th</sup> day of July, 2016 at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

Patrick O'Donnell Jr.  
Signature, Notary Public for said State of Texas

7-5-16  
Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-19





CERTIFIED MAIL # 7015 0640 0005 1054 6671

**Elmer Hinds**

244 County Road 250  
Burnet, Texas 78611

To: District Attorney John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300  
(512) 556-8282

Re: RECEIPT No. 025221, warrantless invasion of private property and robbery of me by armed, uniformed persons

Date: July ~~5<sup>th</sup>~~<sup>4<sup>th</sup></sup>, 2016

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT  
NOTICE TO THE AGENT IS NOTICE TO PRINCIPAL

**Affidavit and Demand for Bill of Particulars**

Affiant, Elmer: Hinds, a living man and NOT a corporation, explicitly reserves all of my rights, see Uniform Commercial Code UCC 1-308 which was formally UCC 1-207. I reserve all of my rights and liberties given to me by God and NOT dispensed to me by Man at all times and in all places, nunc pro tunc (now for then).

I am 84 years old. On Saturday June 11, 2016, I was enjoying my so-called God-given constitutionally protected rights and freedoms otherwise known as privacy, life, liberty, and the pursuit of happiness with 1<sup>st</sup> Amendment fellowship and right to assemblage with like-minded people on private property off County Road 3010, Lampasas County, Texas.

About 12:00 p.m., the property was invaded by around 15 armed, uniformed men and a helicopter under the direction of David Whitis. I was in great fear about the helicopter, as it was really low, doing twists and turns, and I thought it was going to crash. I ran outside in terror. A man in a brown uniform pointed a rifle at me, and told me to get down on my belly. He did not say who he was, did not hand me a warrant or Mirandize me or anything. I was so scared, I got nearly on my knee, and I was so scared I thought I was going to have a heart attack. More uniformed men appeared and pointed semi-automatic guns at me and other people present. I was told to get up and go to the barn. I was scared, as they had weapons, so I complied. There were about 15-20 uniformed people – some of the uniforms were brown, some were dark green.

One of the uniformed people took me back outside, and asked me if a 2002 Suburban was my car. He questioned me without a warrant and without Mirandizing me, asked me about a paper bag on the ground, and asked me if it was my stuff. I was so terrified, I could not think or see straight, so I answered it's trash; somebody's burrito. He asked me, are these your gaffs? I was terrorized and said no they're not mine. He asked me, are these your boxes? I still could not think straight, didn't understand his questions, so I said one is, one isn't. He took me back to the barn. Next, he came back for me, brought me back down to the car, and asked me, did you put

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the gaffs in there? I noticed that the boxes that were in the car were now back out of the car on the ground. I also noticed that the paper trash bag had been placed inside my car. He asked me, is this your gaffs in here? I was in a state of extreme terror, couldn't think straight, was under severe duress and didn't understand his questions, so I said no, they're not mine. He said hell, they're in your car, I'm not stupid. I answered, I'm not saying you are. We both know they're mine, but I'm not admitting it. He said, well, I am confiscating them. Again, all this was done without a warrant being handed me, nor was I Mirandized.

He told me if I carried boxes of roosters back up to the barn, I wouldn't go to jail. I carried the boxes up one-by one, and somebody took pictures of me carrying the boxes. I made two trips. I set them down inside the barn. He told me I could go, but could not take my roosters. I was given a small "ticket" labeled RECEIPT No. 025355 that was not signed, was incomplete, from Hinds to an illegible name looks like "Bobo" with the initials "Tn" or "Jn" or "Tm" or "Jm" or "Tr" or "Jr." I saw armed, uniformed, armed men talking to my son, Steven, then Larry. I got into my car, drove over, and picked up Steven and Larry. Before I left, I asked all around for search warrant, nobody had one or saw one.

This incident, during which I was detained, terrorized almost to the point of having a heart attack is tantamount to warrantless, illegal search and seizure, robbery and deprivation of rights under color of law, use of threat, fear and intimidation to deprive me of my God-given rights secured by the U.S. Constitution under color, conspiracy to deprive rights under color of law, and intentional infliction of emotional distress. The Constitution grants courts two different criminal jurisdictions: One is a criminal jurisdiction under a Common Law, and the other is a criminal action that constitutes a condition of contract under the criminal aspects of a colorable Admiralty jurisdiction. I have a 6<sup>th</sup> Amendment right to know the true nature of any action against me. In order to determine the true nature, cause and claims of this incident, and determine who was acting under what color of law or who was an imposter, I hereby demand the following:

### **Documentation Requested:**

- 1) Verified COMPLAINT or Claim against Elmer Hinds backed by Grand Jury indictment in this action,
- 2) Application for search/seizure warrant to enter private land where Elmer Hinds was a visitor;
- 3) Warrant to enter private land where Elmer Hinds was a visitor;
- 4) Affidavit in support of Application for Warrant;
- 5) Return of warrant;
- 6) Full name of Judge who presided over the hearing;
- 7) Transcripts of the hearing;
- 8) Abstract of Judgment;
- 9) Judge's Constitutionally required Oath of Office or Oath of Allegiance;
- 10) Judge's Bond;
- 11) Judge's address to private chambers, where he or she can receive correspondence;
- 12) Individuals on RECEIPT No. 025355 full names;

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- 13) Operation Order;
- 14) Probable cause Affidavits;
- 15) Power points of mission brief;
- 16) After action report;
- 17) Pictures/videos;
- 18) Evidentiary list – list of everything as evidence;
- 19) Chain of custody list for all 220 roosters;
- 20) Chain of custody for all collectibles seized;
- 21) Court order authorizing custody and care of the 220 seized roosters;
- 22) Disposition and current location of the 220 roosters;
- 23) Your certified copy of Constitutionally required Oath of Office or Oath of Allegiance and copies of all bonds you are required to obtain according to law;
- 24) Your Bond;
- 25) Your Statement of Economic Interest;
- 26) Your delegation of authority to Eric Sakach of California to act as law enforcement agent;
- 27) Written delegation of authority from any law enforcement agency within the state of Texas to Eric Sakach authorizing him to act as a law enforcement agent;
- 28) The full name of Eric Sakach's informant or investigator;
- 29) Individuals on RECEIPT No. 025355 certified copies of Constitutionally required Oaths of Office or Oaths of Allegiance and copies of all bonds they are required to obtain according to law;
- 30) Individuals on RECEIPT No. 025355 Bonds;
- 31) Individuals on RECEIPT No. 025355 Statements of Economic Interest.
- 32) The name of the Chief Judge and his or her address who authorized this action and his or her Employee Bonding Company with specific policy number.
- 33) The name of the Chief Judge and his or her address who authorized this action and his or her Employee Bonding Company and his or her EIN number.
- 34) The name of the Chief Clerk for the Chief Judge who authorized this action and his or her EIN number.
- 35) COUNTY OF LAMPASAS' Employee Bonding Company with specific policy number.
- 36) COUNTY OF LAMPASAS' Dunn & Bradstreet number.
- 37) COUNTY OF LAMPASAS' North American Identification Classification (NAISC) number.
- 38) COUNTY OF LAMPASAS' Texas-registered Contractor's Central Registration (CCR) number under the Department of Defense (DOD).
- 39) COUNTY OF LAMPASAS' Commercial and Government Entity (CAGE) number.
- 40) COUNTY OF LAMPASAS' Employer Bonding Company – names and addresses. If the COUNTY OF LAMPASAS is Self Insured, identify the official list of its assets that financially back its Self Insurance Program.

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- 41) COUNTY OF LAMPASAS Employee Identification Number (EIN).
- 42) COUNTY OF LAMPASAS Sheriff's Department Employee Bonding Company with specific policy number Employee Bonding Company with specific policy number.
- 43) COUNTY OF LAMPASAS Sheriff's Department Required Fidelity, Surety, or Security Bond(s).
- 44) COUNTY OF LAMPASAS Sheriff's Department Dunn & Bradstreet number.
- 45) COUNTY OF LAMPASAS Sheriff's Department North American Identification Classification (NAISC) number.
- 46) COUNTY OF LAMPASAS Sheriff's Department Texas-registered Contractor's Central Registration (CCR) number under the Department of Defense (DOD).
- 47) COUNTY OF LAMPASAS Sheriff's Department Commercial and Government Entity (CAGE) number.
- 48) COUNTY OF LAMPASAS Sheriff's Department Employer Bonding Company – names and addresses. If the COUNTY OF LAMPASAS Sheriff's Department is Self Insured, identify the official list of its assets that financially back its Self Insurance Program.
- 49) All 15+ officers' full names, seeing as I got only two names – “Avila” and “Barnes” and I was never presented with a warrant or Mirandized.
- 50) Delegation of Authority Order or other such papers from you to the Texas Rangers, Department of Public Safety personnel, Parks and Wildlife personnel, agents, employees, or deputies and other officers to file charges in the name of the People.
- 51) COUNTY OF LAMPASAS' Official Title of Texas Rangers, Department of Public Safety personnel, Parks and Wildlife personnel, agents, employees, or deputies.
- 52) Official location where the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees can experience or receive service of process if later deemed necessary.
- 53) COUNTY OF LAMPASAS' Delegation of Authority Order from Federal Housing and Urban Development (HUD).
- 54) COUNTY OF LAMPASAS' Required Fidelity, Surety, or Security Bond(s).
- 55) All public complaints and disciplinary action records pertaining to the above Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees for the past five years.
- 56) Latest Official COUNTY OF LAMPASAS Personnel Identification photographs for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees.
- 57) COUNTY OF LAMPASAS' Blank Job Description Form for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' duties required for present positions *at the time positions were filled*.
- 58) COUNTY OF LAMPASAS' Blank Job Description Form for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' duties required for present position *at this time*.

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- 59) COUNTY OF LAMPASAS' List of education and training required for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' present positions before hiring.
- 60) COUNTY OF LAMPASAS' Probationary time period specified for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' present positions.
- 61) COUNTY OF LAMPASAS' Administrative Regulations specifying Job Description for the Code Enforcement employees.
- 62) COUNTY OF LAMPASAS' Administrative Regulations specifying on-the-job training for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees.
- 63) COUNTY OF LAMPASAS' Administrative Regulation specifying disciplinary procedures.
- 64) COUNTY OF LAMPASAS' Administrative Regulation specifying Complaint procedures.
- 65) Official job Resume the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees offered to the COUNTY OF LAMPASAS.
- 66) Official blank job or office application for the present COUNTY OF LAMPASAS positions held by the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees.
- 67) The required statement disclosing each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee's investments, interests in real property, and any income received during the immediately preceding 12 months of COUNTY OF LAMPASAS employment.
- 68) The statement required to be filed each year at the time specified by commission regulations, disclosing investments, interests in real property and personnel income for each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee during the period since the previous statement was filed.
- 69) The statement disclosing investments, interests in real property, and personal income during the period since the previous statement for each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee. The statement shall include any investments and interests in real property held at any time during the period covered by the statement, whether or not they are still held at the time of filing.
- 70) The statement of any investment or an interest in real property required to be disclosed by each of the above Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee under the subject article that contains:
  - a) A statement of the nature of the investment or interest,
  - b) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged,
  - c) The address or other precise location of the real property,
  - d) A statement whether the fair market value of the investment or interest in real property equals or exceeds one thousand dollars (\$1,000) but does not exceed ten thousand dollars (\$10,000), whether it exceeds ten thousand dollars (\$10,000) but



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does not exceed one hundred thousand dollars (\$100,000), or whether it exceeds one hundred thousand dollars (\$100,000), and

- e) In the case of a statement filed under Sections 87203 or 87204, if the investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.
- 71) The income statement for each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee required by law to be on file.
- 72) The name and address of each source of income aggregating two hundred fifty dollars (\$250) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source.
- 73) A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least two hundred fifty dollars (\$250) but did not exceed one thousand dollars (\$1,000), whether it was in excess of one thousand dollars (\$1,000) but was not greater than ten thousand dollars (\$10,000), or whether it was greater than ten thousand dollars (\$10,000).
- 74) A description of the consideration, if any, for which the income was received.
- 75) In the case of a gift, the amount and the date on which the gift was received.
- 76) In the case of a loan, the annual interest rate, the security, if any, given for the loan, and the term of the loan.
- 77) When the filer's pro rata share of income to a business entity, including income to a sole proprietorship is required to be reported, the statement shall contain:
  - a) The name, address, and a general description of the business activity of the business entity.
  - b) The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from that person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.
- 78) When a payment, including an advance or reimbursement for travel is required to be reported pursuant to this section, it may be reported on a separate travel reimbursement schedule which shall be included in the filer's statement of economic interest. A filer who chooses not to use the travel schedule shall disclose payments for travel as a gift, unless it is clear from all surrounding circumstances that the services provided were equal to or greater in value than the payments for the travel, in which case the travel may be reported as income.
- 79) The statement required to be filed by each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee that shall disclose any business positions held by these employees. For purposes of said section, "business position" means any business entity in which the filer is a director, officer, partner, trustee, employee, or holds any position of management, if the business entity or any parent, subsidiary, or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction or has done business in the jurisdiction at any time during the two years prior to the date the statement is required to be filed.
- 80) The statement required to be filed by each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee of any gift totaling fifty dollars (\$50) or more in a calendar year to any person described therein on behalf of another,



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or while acting as the intermediary or agent of another, without disclosing to the recipient of the gift both his own full name, street address, and business activity, if any, and the full name, street address, and business activity, if any, of the actual donor. If the recipient of the gift is the above named person, it shall be included in his or her Statement of Economic Interests, and shall include the full name, street address, and business activity, if any, of the intermediary or agent and the actual donor.

81) A copy of the adopted and promulgated Conflict of Interest Code for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees, which shall have the force of law and which shall have all of the following provisions:

- (a) Specific enumeration of the position within the agency, other than those specified therein, which involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest for such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable by the civil servant employees. An investment, business position, interest in real property, or source of income shall be made reportable by the Conflict of Interest Code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeable be affected materially by any decision made or participated in by the designated employee by virtue of his or her position.
- (b) Requirements that designated employee, other than those specified in Section 87200, file statements at times and under circumstances described in this section, disclosing reportable investments, business positions, interests in real property and income. The information disclosed with respect to reportable investments, interests in real property, and income shall be the same as the information required therein. The first statement filed under a Conflict of Interest Code by a designated employee shall disclose any reportable investments, business positions, interests in real property, and income. An initial statement shall be filed by each designated employee within 30 days after the effective date of the Conflict of Interest Code, disclosing investments, business positions, and interests in real property held on the effective date of the Conflict of Interest Code and income received during the 12 months before the effective date of the Conflict of Interest Code. Thereafter, each new designated employee shall file a statement within 30 days after assuming office, or if subject to State Senate confirmation, 30 days after being appointed or nominated, disclosing investments, business positions, and interests in real property held on, and income received during the 12 months before, the date of assuming office or the date of being appointed or nominated, respectively. Each designated employee shall file an annual statement, at the time specified in the Conflict of Interest Code, disclosing reportable investments, business positions, interest in real property and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year. Every designated employee who leaves office shall file, within 30 days of leaving office, a statement disclosing reportable investments, business positions, interests in real property, and income held or received at any time during the

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period between the closing date of the last statement required to be filed and the date of leaving office.

- (c) Specific provisions setting forth any circumstances under which designated employees or categories of designated employees must disqualify themselves from making, participating in the making, or using their official position to influence the making of any decision. Disqualification shall be required by the Conflict of Interest Code when the designated employee has a financial interest, which it is reasonably foreseeable may be affected materially by the decision. No designated employee shall be required to disqualify himself or herself with respect to any matter which could not legally be acted upon or decided without his or her participation.
  - (d) For any position enumerated therein, an individual who resigns the position within 12 months following initial appointment or within 30 days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within 30 days of the date of a notice mailed by the filing officer, the individual shall do both of the following:
    - (1) File a written resignation with the appointing power.
    - (2) File a written statement with the filing officer on a form prescribed by the commission and signed under the penalty of perjury stating that the individual, during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.
- 82) Contracts wherein Elmer Hinds (living man with upper and lower case spelling of my name) has knowingly and with full disclosure waived any rights including rights to set-off regarding claims or liens against his legal fiction/corporate franchise entity designated as ELMER HINDS (upper case spelling).
- 83) Chain of custody securitizing citation(s) against franchise ELMER HINDS (upper case corporation), and the routing numbers, CUSIP numbers, names, and EIN numbers of investors.
- 84) Contract with ELMER HINDS (corporation) and Elmer Hinds (living man) giving full disclosure and permission to securitize each individual, or Elmer Hinds' cestui que Trust to be sold to any investors, and names of investors.
- 85) The Bank Account number and Depository Agreement signed by the Clerk of Court for deposit into the Federal Reserve Bank of New York, in New York City.
- 86) The name of the Escrow Agent used as a go-between – between the Clerk's Office and the Federal Reserve Bank of New York.

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- 87) The securities listed through the Seventh Circuit (Chicago, IL), and then sent to the Depository Trust Clearing Corporation (DTCC), the clearinghouse, who lists the securities for trading.
- 88) Lawyers' case numbers to buy equity securities, as all of the lawyers involved are acting a private debt collectors according to the Federal Fair Debt Collection Practices Act (FDCPA) Title 15 § 1692. The BAR Association exempts them from having to be registered as such; however, they operate through call warrants, which are like a put, or a call. Doing margin calls is where they convert a case through – similar to a Writ of Execution – and use the case number to buy equity securities.
- 89) Routing information and CUSIP numbers between COUNTY OF LAMPASAS, COUNTY OF LAMPASAS Sheriff's Department, Department of Public Safety, Texas Rangers and Elmer Hinds (living man) giving full disclosure of securitization of each individual or their cestui que Trusts to be sold to any investors, and names of investors.
- 90) Contracts with ELMER HINDS and said investors, and investor's names.
- 91) The NAICS (North American Identification Security Classification) number stamped on the judgment ("Pay to the Order Of"), and the name of the agency to which it is delivered.
- 92) The Dunn's number (Dunn & Bradstreet) for the agency receiving the judgment.
- 93) The Depository Agreement signed by the Clerk of Court.
- 94) The name of the Escrow Agent used as the go-between – between the Clerk's Office and the Federal Reserve Bank of New York.
- 95) The number of the account that the securities list through the Seventh Circuit (Chicago, IL), with Depository Trust Corporation (DTCC).
- 96) List the exact name and routing number of the hedge fund where everything filed into court is securitized, turned into negotiable instruments, then turned into securities, then sold as commercial items, calling them distress debts (Unifund), then pooled together in a hedge fund, where they are sold globally.
- 97) The court's account number with the IMF (International Monetary Fund) under Interpol.
- 98) The Judge's Oath of Office with the IMF.
- 99) The 1099 OID showing Elmer Hinds as recipient of the funds, unless the county wishes to close this account.
- 100) A copy of the Depository Resolution Agreement from the Clerk of Court for making deposits into the Federal Reserve Bank of New York via electronic funds transfers (EFTs).
- 101) The Clerk's PMIA (Private Money Investment Account), which also has a government code.
- 102) Since all 1099s are Class 5 gift and estate taxes, I am asking for a 1099 OID in this case, as I am not willing to gift you or the county the proceeds, and demand the proceeds in their entirety plus interest.
- 103) A copy of the Depository Resolution Agreement from the Clerk of Court, and a W-9 from the Judge and the prosecuting Attorney involved, if you wish to proceed with this case.

**TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Elmer

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Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

- I) Five Thousand Dollars (\$5,000.00) for injuries by your or your agents' actions per person per occurrence,
- II) Ten Thousand Dollars (\$10,000.00) for failure to provide copies of all bonds and malpractice insurance carrier per person per occurrence,
- III) Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV) The value of said property taken – 8 roosters @ \$5,000.00 per rooster or \$40,000.00, plus two heirloom boxes, 5 stall per box at \$50.00 per stall or \$500.00, plus 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 total = TOTAL DAMAMGES of \$45,500.00 plus treble damages,
- V) Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI) You tacitly agree that you will compensate Elmer Hinds for all costs; fees and expenses incurred in defending this action against you.

### **Notice of Reservation of Affiant's Rights to Initiate a Counterclaim and File a Claim Against Official Bond**

1. If, John Greenwood, as such by commission, omission or otherwise, you: (a) Fail to give me, Elmer Hinds, Affiant information requested and submit the appropriate document back to me with an Affidavit signed under penalty of perjury, (b) Make a false representation, (c) Make a false misrepresentation of the herein above-referenced action, (d) Make a false representation of the legal status of herein above-referenced action, then I, Elmer Hinds, may initiate a counterclaim/claim against the official Bond of John Greenwood as well as the Bond of any principle, agent, assignee and the likes, of John Greenwood, whose acts/omissions resulted in, and/or are continuing to result in Elmer Hinds sustaining any tort injury(s).

2. John Greenwood has no lawful, bona fide reason for not submitting the requested documents and information. This is my attempt to determine the nature and basis of a case/counterclaim against John Greenwood, and any information contained within John Greenwood' disclosure statement, as well as any information obtained otherwise, such as by John Greenwood' commissions, omissions and the likes, will be used for that purpose.

3. John Greenwood, you have Ten (10) days to produce the evidence requested or rebut my affidavit point for point to that in which you disagree, by submitting a counter affidavit to the Notary Public 3<sup>rd</sup> party for third party witness tracking verification listed below:

Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

4. Failure to respond and send said response via the notary will be deemed a dishonor of this Affidavit incurring an additional charge of \$10,000.00. The Affidavit is evidence that may be used according to the Federal Rules of Evidence to prosecute or enforce any default by you in this matter.

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5. John Greenwood, you are required to have an oath of office on file for public scrutiny, and Bonds to guarantee your faithful performance of your duties, pursuant to your oath as the law requires, as well as malpractice insurance. I respectfully demand that you send me a certified copy of your timely filed oath of office and copies of all bonds you are required to obtain according to law including documented proof of your malpractice insurance.
6. Elmer Hinds declares that as his un-enfranchised status as a preamble American Citizen of the guaranteed "Republican form" of government known as The United States of America and inhabitant of Texas, that without a corpus delicti, no court, judicial or legislative tribunal has a criminal jurisdiction over his person or property. Since no warrant was given me, I am free to presume that there was no Verified Complaint ever timely prepared and filed with a Magistrate under Oath as required by law, and then presented in a form acceptable to the Clerk of the Court as required by *Wong Sun v. United States*, 371 U.S. 471, 481-482 (1963). The threshold question of proper In Personam, In Rem or Subject Matter jurisdiction was never duly and timely achieved with the subject Lampasas warrantless raid. Therefore, a Warrant for Arrest or notice to arrest Elmer Hinds after-the-fact would be produced without proper judicial authority or immunity. The holding case law cited above clearly says NO JURISDICTION to the court and NO JEOPARDY to the accused. This means that someone or a group of conspirators have overtly created a false public record accusing Elmer Hinds under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void.
7. If Elmer Hinds is retaliated against, falsely charged, harassed or arrested for exercising his unalienable rights secured by the Constitution for the United States of America, he will file criminal charges and a federal temporary restraining order and injunction.
8. Last, but not least, John Greenwood, you are required by law to return my roosters, boxes and gaffs to me – all \$45,500.00 worth, as it was unlawfully seized as fruit of a poisonous tree.

“Equality under the Law is PARAMOUNT and MANDATORY by Law”

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT  
NOTICE TO THE AGENT IS NOTICE TO PRINCIPAL

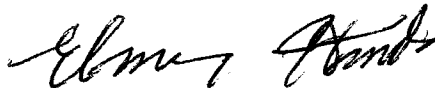
Applicable to all successors and assigns

Silence is Acquiescence/Agreement/Dishonor

I certify under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete to best of my knowledge.

This Affidavit is dated: the 5<sup>th</sup> day of the Seventh Month in the Year of Our Lord Two Thousand Sixteen. Further Affiant Sayeth not.

Autograph



Elmer Hinds

**EXHIBIT 3**

**Second Affidavit to Greenwood  
Affidavit of Fault and  
Demand for Payment  
(9 pages)**





**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]

On this 22<sup>nd</sup> Day of July, 2016, I witnessed one copy being inserted into an envelope of the following:

Second Affidavit of Fault and Demand For Payment (7 Pages)

A total of Seven (7) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail Tracking No. 7016 0600 0000 7574 7804, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive care and custody of the U.S. Postal Service within the State of Texas

John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300

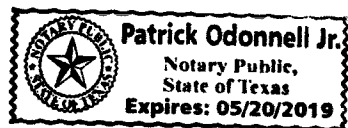
I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 22<sup>nd</sup> day of July, 2016 at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

  
Signature, Notary Public for said State of Texas

7-22-16  
Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-19



## Elmer Hinds

244 County Road 250  
Burnet, Texas 78611

To: District Attorney John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300  
(512) 556-8282

### **NOTICE TO PRINCIPAL IS NOTICE TO AGENT NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

Date: July 27, 2016

To: District Attorney John Greenwood

Re.: RECEIPT No. 025221, warrantless invasion of private property and robbery of me by armed, uniformed persons

### **Second Affidavit: Affidavit of Fault and Demand For Payment**

1. Affiant, Elmer Hinds, a living man and NOT a corporation, explicitly reserves all of my rights, see Uniform Commercial Code UCC 1-308 which was formally UCC 1-207. I reserve all of my rights and liberties given to me by God and NOT dispensed to me by Man at all times and in all places, nunc pro tunc (now for then).

2. Mr. Greenwood, on July 5, 2016 my Affidavit Demand for Proof of Claim was mailed to you at the above stated address and received at your location on July 13, 2016. You failed to respond.

3. Mr. Greenwood, your failure to respond, dispute, admit, rebut or deny the facts and information outlined in the Affidavit of Proof of Claim constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavit was true, correct, legal, lawful and binding upon you, to the terms of the Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and you accepted full commercial liability.

4. Mr. Greenwood, you are being duly Noticed, that you are causing injury to one of the people, Affiant, Elmer Hinds, by your failure to comply to the Demand for Bill of Particulars that you received via the United States Mail, Certified Mail # 7015 0640 0005 1054 6671 on July 13, 2016 and that you are now at Fault for failure to respond as outlined on pages 10-11, ¶ 6 of my prior affidavit, which stated:

"6. Elmer Hinds declares that as his un-enfranchised status as a preamble American Citizen of the guaranteed "Republican form" of government known as The United States of America and inhabitant of Texas, that without a corpus delicti, no court, judicial or legislative tribunal has a criminal jurisdiction over his person or property. Since no warrant was

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given me, I am free to presume that there was no Verified Complaint ever timely prepared and filed with a Magistrate under Oath as required by law, and then presented in a form acceptable to the Clerk of the Court as required by *Wong Sun v. United States*, 371 U.S. 471, 481-482 (1963). The threshold question of proper In Personam, In Rem or Subject Matter jurisdiction was never duly and timely achieved with the subject Lampasas warrantless raid. Therefore, a Warrant for Arrest or notice to arrest Elmer Hinds after-the-fact would be produced without proper judicial authority or immunity. The holding case law cited above clearly says NO JURISDICTION to the court and NO JEOPARDY to the accused. This means that someone or a group of coconspirators have overtly created a false public record accusing Elmer Hinds under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void."

5. Mr. Greenwood, I am offering you another opportunity to act in honor and provided the demanded documents and information in the Bill of Particulars or, if you are not able to, please provide me the code, statute or law that prohibits you from doing so within 10 days from the date of this Affidavit. If not, then you agree that you just failed to respond and that there is no such code, statute or law to the contrary.

6. Mr. Greenwood, you failed to adhere to the terms and demands as clearly outlined in the list of documents demanded from you as stated on page 10 of the July 5, 2016 Affidavit and Demand for Bill of Particulars, which finished by stating:

John Greenwood, you have Ten (10) days to produce the evidence requested or rebut my affidavit point for point to that in which you disagree, by submitting a counter affidavit to the Notary Public 3<sup>rd</sup> party for third party witness tracking verification listed below:

Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

7. Mr. Greenwood, by failing to rebut, deny or respond to my first Affidavit and Demand for Bill of Particulars, you admitted everything, and are now at Fault for failure to respond as outlined on pages 10-11 of my prior affidavit, which stated:

1. If, John Greenwood, as such by commission, omission or otherwise, you: (a) Fail to give me, Elmer Hinds, Affiant information requested and submit the appropriate document back to me with an Affidavit signed under penalty of perjury, (b) Make a false representation, (c) Make a false misrepresentation of the herein above-referenced action, (d) Make a false representation of the legal status of herein above-referenced action, then I, Elmer Hinds, may initiate a counterclaim/claim against the official Bond of John Greenwood as well as the Bond of any principle, agent, assignee and the likes, of John Greenwood, whose acts/omissions resulted in, and/or are continuing to result in Elmer Hinds sustaining any tort injury(s).

2. John Greenwood has no lawful, bona fide reason for not submitting the requested documents and information. This is my attempt to determine the nature and basis of a case/counterclaim against John Greenwood, and any information contained within John Greenwood' disclosure statement, as well as any information obtained otherwise, such as by John Greenwood' commissions, omissions and the likes, will be used for that purpose.

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3. John Greenwood, you have Ten (10) days to produce the evidence requested or rebut my affidavit point for point to that in which you disagree, by submitting a counter affidavit to the Notary Public 3<sup>rd</sup> party for third party witness tracking verification listed below:

Pat O'Donnell - Notary Public

203 S. Water St.

Burnet, Texas [78611]

Non-Domestic, Without the UNITED STATES

4. Failure to respond and send said response via the notary will be deemed a dishonor of this Affidavit incurring an additional charge of \$10,000.00. The Affidavit is evidence that may be used according to the Federal Rules of Evidence to prosecute or enforce any default by you in this matter.

5. John Greenwood, you are required to have an oath of office on file for public scrutiny, and Bonds to guarantee your faithful performance of your duties, pursuant to your oath as the law requires, as well as malpractice insurance. I respectfully demand that you send me a certified copy of your timely filed oath of office and copies of all bonds you are required to obtain according to law including documented proof of your malpractice insurance.

6. Mr. Greenwood, since you failed to respond, Elmer Hinds declares that as his un-enfranchised status as a preamble American Citizen of the guaranteed "Republican form" of government known as The United States of America and inhabitant of Texas, that without a corpus delicti, no court, judicial or legislative tribunal has a criminal jurisdiction over his person or property. Since no warrant was given me, I am free to presume that there was no Verified Complaint ever timely prepared and filed with a Magistrate under Oath as required by law, and then presented in a form acceptable to the Clerk of the Court as required by *Wong Sun v. United States*, 371 U.S. 471, 481-482 (1963). The threshold question of proper In Personam, In Rem or Subject Matter jurisdiction was never duly and timely achieved with the subject Lampasas warrantless raid. Therefore, a Warrant for Arrest or notice to arrest Elmer Hinds after-the-fact would be produced without proper judicial authority or immunity. The holding case law cited above clearly says NO JURISDICTION to the court and NO JEOPARDY to the accused. This means that someone or a group of coconspirators have overtly created a false public record accusing Elmer Hinds under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void.

7. Mr. Greenwood, since you failed to respond, If Elmer Hinds is retaliated against, falsely charged, harassed or arrested for exercising his unalienable rights secured by the Constitution for the United States of America, he will file criminal charges and a federal temporary restraining order and injunction.

8. Last, but not least, John Greenwood, you are required by law to return my roosters, boxes and gaffs to me – all \$45,500.00 worth, as it was unlawfully seized as fruit of a poisonous tree.

8. Mr. Greenwood, you are now at Fault for failure to respond as outlined on pages 9-10 of my prior affidavit, which stated:

**TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to



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compensate Elmer Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

- I) Five Thousand Dollars (\$5,000.00) for injuries by your or your agents' actions per person per occurrence,
- II) Ten Thousand Dollars (\$10,000.00) for failure to provide copies of all bonds and malpractice insurance carrier per person per occurrence,
- III) Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV) The value of said property taken – 8 roosters @ \$5,000.00 per rooster or \$40,000.00, plus two heirloom boxes, 5 stall per box at \$50.00 per stall or \$500.00, plus 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 total = TOTAL DAMAMGES of \$45,500.00 plus treble damages,
- V) Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI) You tacitly agree that you will compensate Elmer Hinds for all costs; fees and expenses incurred in defending this action against you.

9. Let it be known to all that I, Elmer Hinds, a living man, reserve my right not to be compelled to perform under any contract, commercial agreement or *bankruptcy* that I did not enter knowingly and with full disclosure, voluntarily, and intentionally. I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement. I am not ever subject to silent contracts, and have never knowingly or willingly contracted away my sovereignty. Violation fee for deprivation of my liberty is \$250,000.00 per incident or per 15 minutes or any part thereof.

10. Mr. Greenwood, to be clear, that is a private out-of-court communication affidavit against the court and its agents and/or assigns, against you John K. Greenwood, against your agents and/or assigns and any officer under your employment that may attempt to continue or in the future attempt to violate and trespass upon Affiant Elmer Hinds' God-given rights secured by the Constitution for the United States of America; which said trespass by law is unconstitutional, racketeering is unconstitutional, fraud is unconstitutional, etc.

11. Mr. Greenwood, you are responsible for the actions of your employees, so I pray you take this matter under immediate advisement as a Cease and Desist of Trespass Upon Rights, and to respond Only as outlined to the notary name/address listed on pages 2 and 3 in this affidavit within Ten (10) days to the notary address of your intentions under the opportunity to cure and to provide me with the law enacted by Congress and Legislature that states you can trespass against one of the people, as I am not concerned with quoting of your codes or statutes, as they do not apply under Common Law and both constitutions to one of the people of the United States of America – which is where Affiant stands and pledges his allegiance.

12. Mr. Greenwood, I am just a common man with knowledge of the truth of my God-given, Common Law Rights and Bill of Rights and have been informed that the Constitution and Common Law are not taught in law school anymore, but that still does not excuse the fact that those laws exist and are not to be trespassed upon.

13. Mr. Greenwood, you committed FRAUD when you actively participated in a scheming conspiracy of untruths and misrepresentations to deceive those who entrusted themselves in dealing in good faith, while specifically acting in deliberate bad faith when such fraud was shown, as in the



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executing a void general warrant abolished in 1776 to seize, kidnap and rob me and threaten me with charges in violation of Title 18 U.S.C. §§ 241, 242, 891-894, 1001, which acts are criminal.

14. Mr. Greenwood, you accepted false documents that were known not to be true or known to be false to falsely condemn the party under a color of law without benefit of a lawful trial, to raise revenue by stealing monies of the party and giving it directly to a foreign agent by such false condemnations. This is identity theft and paper terrorism.

15. Mr. Greenwood, you are to take notice that the Certifying Notary listed on the affidavits, verified documents provided as unrebutted evidence, are independent contractors and not parties to this claim. In fact, the Certifying Notary is a Federal Witness Pursuant to Title 18, Part I, Chapter 73, Section 1512. Tampering with a witness, victim, or an informant under Color of Law is a violation of the law.

### **Fault**

16. Mr. Greenwood, based on the above stated facts, you are at Fault. You have failed to provide proof of claim as to the any verified evidence that Affiant Elmer Hinds demanded, and the time to do so has now expired.

17. Mr. Greenwood, now that you are at fault per Texas and UCC law, I am entitled to seek the amount of damages assessed above committed by you and all those in concert responsible for said injury and trespass upon constitutionally protected rights afforded to Affiant, Elmer Hinds by your actions and conduct unbecoming, in violation of my unalienable rights and fraudulent acts in violation of Texas Contract Law and Uniform Commercial Code Law 5-27 et. seq. in addition to other federal and criminal acts, in which the law states, out of fraud no action arises; fraud never gives a right of action. No court will lend its aid to a man (or person) who founds his/its cause of action upon an immoral or illegal act, see Black's Law Dictionary 6<sup>th</sup> Edition, Page 567.

### **Demand For Payment**

18. However, acting in honor, I am offering you a final opportunity to act honorably and comply with the opportunity and **OFFER TO CURE**. If you agree to issue an Order repealing and expunging the entire action taken in Lampasas on June 11, 2016 against me where I was detained and robbed in violation of laws prohibiting trespass, false charges, larceny, racketeering, extortion and deprivation of rights under color of law, and reimburse me by certified funds for deprivation of my liberty and robbery of my property, then all will be forgiven and no further action will be taken.

19. Mr. Greenwood, you have thirty (30) days from the receipt of this Affidavit to send by certified mail a cashier's check for the following amount: Two Hundred Ninety Five Thousand, five hundred Dollars (\$295,500.00) made out to Elmer Hinds c/o Notary Public 3<sup>rd</sup> party witness listed above. The amount will increase One Hundred Dollars (\$100.00) a Day for each and every day for any future injury or until paid in full. Failure to comply would be Dishonor and Default. Actions that may be taken to cure the Default include but are not limited to: filing a complaint with several Federal and State agencies for fraud, civil rights violations and identity theft due to the crimes against me.

### **Opportunity To Cure**

20. Affiant Elmer Hinds reserves the right to amend and correct and adjust the Accounting and Demand to reflect injuries due to continued actions. Mr. Greenwood, since you failed to

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respond and acquiesced to my Affidavit, I am allowing you another opportunity to act in honor to: cease and desist all paper terrorism and identity theft by bastardizing my name, threatening charges against me, and indicate a date and time to contact you to discuss a negotiated settlement agreeable to all parties for the civil and irreparable injury caused by your actions and by officers that acted under color of law and trespassed against my rights as listed in the first affidavit received from Affiant, Elmer Hinds, which lead to my unlawful detainment and robbery; and to send written correspondence of your intentions within Ten (10) days to the notary address above. If you do this, then NO further actions will need to be taken and this matter will be considered closed.

21. Mr. Greenwood, this is a very serious matter and I am acting in honor to inform you that this trespass against my rights has caused me harm and injury which is continuing, due to various deputies, employees of your establishment who were given an opportunity to prove a claim against Elmer Hinds in the timeframe outlined in the Affidavit of Proof of Claim, but failed to do so.

22. Mr. Greenwood, if you do not contact the notary within Ten (10) days and notify him of the actions you will be taking on behalf of the false documents recorded into public, then you will leave me no choice but to enforce this Contract under Uniform Commercial Code Law 3-305 and exercise all legal remedies against you. John K. Greenwood, you should take this very seriously. I am attempting to settle this issue privately with my Affidavits.

23. Mr. Greenwood, if you fail to comply with the opportunity to cure, then I will be expecting payment in full in the amount of Two Hundred Fifty One Thousand, three hundred and forty four Dollars (\$251,344.00) within Thirty (30) days.

24. Mr. Greenwood, your failure to dispute or respond, rebut, admit or deny constitutes acceptance and legal and binding agreement with and admission to the fact that everything in this Affidavit is true, correct, legal, lawful and binding upon you, to the terms of this Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and that you, John K. Greenwood, will be accepting full commercial liability for your actions.

25. Mr. Greenwood, based on the above stated facts, I accept your Oath and you should be well aware that: "An unconstitutional act is not law; it confers no rights; it imposes no duties; it affords no protection; it creates no office; it is in legal contemplation, as inoperative as though it had never been passed." See *Norton v. Shelby County*, 118 US 425,442 (1886).

26. Mr. Greenwood, if you disagree with anything in this affidavit, you **MUST**, within Ten (10) days from the date of this affidavit, dispute by your own Affidavit point-by-point, in particularity to that in which you disagree, signed under penalty of perjury, and send it to my Notary. Anything less would be a non-response, and your silence would be agreement by acquiescence/dishonor, see *Connally v. General Construction Co.*, 269 U.S. 385, 391.

27. Mr. Greenwood, so there is no misunderstanding, Affiant is seeking from you damages for your fraudulent conduct and failure to respond, and not your agency. Therefore, you should not let anybody dictate how you handle this matter, because this is very serious and could jeopardize your position in the state of Texas. **YOU HAVE BEEN GIVEN NOTICE, THE CHOICE IS YOURS, CHOOSE WISELY.**

28. Mr. Greenwood, you are again advised to forward all responses to the Notary Public address above for 3<sup>rd</sup> party verification and tracking. Responses not sent to the Notary address listed as outlined within this Affidavit will constitute non response, will be **Null and Void**, and will

be deemed a dishonor incurring an additional charge of \$10,000.00, so act in Honor and respond accordingly.

29. This is a private communication and is intended to affect an out-of-court settlement of this matter. Conduct yourself accordingly. Should any provision of this agreement be found to not be enforceable by order of a court of competent jurisdiction, it shall not adversely affect any other provision of this agreement and reasonable opportunity and effort shall be taken to modify it to become enforceable.

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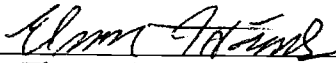
Applicable to all successors and assigns

Silence is Acquiescence/Agreement/Dishonor

I declare under penalties of perjury, under the laws of the State of Texas that each of the above statements are true, correct, and complete to best of my knowledge, and as to those statements made under information and belief, I believe them to be true.

This Affidavit is dated: the 27 day of the Seventh Month in the Year of Our Lord Two Thousand Sixteen. Further Affiant Sayeth not.

Autograph



Elmer Hinds,  
Without Recourse UCC 1-308

July 27 2016  
Date

**EXHIBIT 4**

**Third Affidavit to Greenwood  
Notice of Default, Judgment in Nihil Dicit  
and Final Opportunity to Cure  
(8 pages)**

**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]

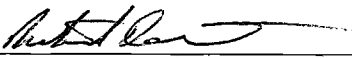
On this 17 Day of September, 2016, I witnessed one copy being inserted into an envelope of the following:

Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure (7 Pages)

A total of Seven (7) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail Tracking No. 7016 0600 0000 7574 7675, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Texas

John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300

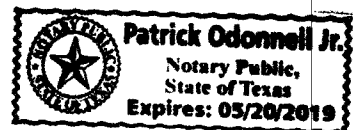
I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 17 day of September, 2016 at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

  
Signature, Notary Public for said State of Texas

9-17-2016  
Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-2019



## Elmer Hinds

244 County Road 250  
Burnet, Texas 78611

To: District Attorney John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300  
(512) 556-8282

### **NOTICE TO PRINCIPAL IS NOTICE TO AGENT NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

Date: September 17, 2016

To: District Attorney John Greenwood

Re.: RECEIPT No. 025355, warrantless invasion of private property and robbery of me by armed, uniformed, unidentified persons

### **Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure**

Affiant Elmer Hinds, Affiant, is a Creature of the Most High God, a natural born living breathing soul, living in harmony with the natural laws of the creator of the boundless universe, and over the age of twenty-one, reserving all rights, and not waiving any rights or remedies statutory or procedural. This affidavit and statement of facts is based on Affiant's own firsthand knowledge and belief, mark Affiant's word. This Affidavit Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure is presented as evidence of dishonor pursuant to legal authority.

### **The Commercial Affidavit Process is Commercial Law**

The Commercial Affidavit Process (CAP) is a pre-common law process also referred to as a "commercial law process." All that is being done is the establishment of claims and obligations. The purpose of the CAP is to make claims and determine if the accused agrees or not. If the Accused does not contest the claims there is no dispute to be adjudicated thus the appropriate damages are consensually agreed-upon. Thus it is pre-judicial.

Commercial Law – These laws are so sound and so universally accepted that they cannot with impunity be overturned, overwritten or tampered with in any way: they are founded on eternal truths, needing no proof from anyone to justify their validity (i.e., self-evident); they are immutable; they provide equal justice to all parties of interest and thus are completely fair. It needs to be thoroughly understood that because it is driven by SWORN TRUTH, the Commercial Affidavit Process is outside the jurisdiction of any equity court. It is a private contract matter. Should an attempt be made to involve an equity court it would result in a trespass against the Affiant's rights: those interfering individuals, who were unlawfully involved, would themselves become one of the accused. An equity court has no jurisdiction whatsoever, for the CAP is strictly a non-judicial or pre-judicial process between individuals and is private.



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NO judge, court, law, or government can invalidate these commercial processes, i.e., an affidavit or complaint or a lien based thereon because no third party can invalidate someone's affidavit of truth. A judge CANNOT interfere with, tamper with, or in any way modify testimony without disintegrating the truth-seeking process of his profession, destroying the very fabric of his own occupation and abrogating the First Amendment which was established to protect truth. For a judge to interfere with testimony is to commit professional suicide and to invite countless civil and criminal repercussions. The Commercial Affidavit Process is by its very nature private, and strictly between parties of interest, only. It is unequivocally non-judicial.

1. Mr. Greenwood, on July 5, 2016 my Affidavit of Truth and Demand for Bill of Particulars was mailed Certified no.: 7015 0640 0005 1054 6671 and received on July 13, 2016 at 10:44 a.m. at the above stated address.
2. Mr. Greenwood, on July 27, 2016 my second Affidavit Notice of Fault and Demand for Payment was mailed Certified no.: 7016 0600 0000 7574 7804 and received on July 28, 2016 at 10:00 a.m. at the above stated address.
3. Mr. Greenwood, my Affidavits only asked you to prove the claim as to how I could have guns pointed at me, how I could be detained, questioned and robbed of my property and rights – all without a warrant, without jurisdiction, without probable cause, without a Miranda warning, and without due process of law.
4. Mr. Greenwood, the only way to respond to an affidavit is with a counter affidavit rebutting point for point that in which you disagree signed under penalty of perjury and notarized, anything less is a non-response and is null and void.
5. Mr. Greenwood, your failure to dispute or respond constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavits were true, correct, legal, lawful and binding upon you, all the unknown officers, John Greenwood, and Eric Sakach, registered Humane USA Political Action Committee agent, 5301 Madison Ave., Ste. 2020, Sacramento, California 95841, to the terms of the Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and you accepted full commercial liability.
6. Mr. Greenwood, you had an opportunity to provide documented evidence that on July 5, 2016, I did not send by Certified Mail no.: 7016 0600 0000 7574 6671 an Affidavit and Demand for Bill of Particulars demanding that you prove all claims, charges, jurisdiction and authority, demanded that you return the property (eight roosters, ten pairs of collectible gaffs, and two heirloom boxes) that was stolen from me, demanded that you would be subject to \$10,000.00 penalty for failing to produce the requested documentation, Oaths of office, bonds, etc.; that you would be subject to other penalties, and you would be subject to punitive damages of ten million dollars – \$10,000,000.00, and you failed to do so.
7. Mr. Greenwood, you had an opportunity to provide documented evidence that on July 27, 2016, I did not send by Certified Mail no.: 7015 0640 0005 1054 7804 a second Affidavit of Fault and Demand for Payment informing you that I noticed you of fraud and demanded remedy, you were at fault for failing to respond, and you failed to do so.
8. Mr. Greenwood, by your silence you agreed that you were notified of my request for documentation validating you and your agents' authority and jurisdiction to perform warrantless trespass, search and seizure of me and my property.

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9. Mr. Greenwood, by your silence you agreed that you were then notified that you and your agents committed fraud and failed to provide me remedy, and my second affidavit offered you an opportunity to cure.
10. Mr. Greenwood, you had an opportunity to provide documented evidence and valid law that the warrantless search of me and my billfold and subsequent seizure of my property was void because it was obtained by extreme duress, threat, fear, intimidation, extortion, menace, fraud, and I was not in default for failing to respond within 72 hours, and you failed to do so.
11. Mr. Greenwood, by your silence you agreed that the action against me was fraudulent, criminal and void.
12. Mr. Greenwood, you had an opportunity to provide documented evidence and valid law that your failure to respond to my affidavit with written Notification that the entire action has been quashed, expunged, and my property/cash was returned to me, and you failed to do so.
13. Mr. Greenwood, by your silence you agreed that the entire action has been quashed and expunged as fraudulent and void.
14. Mr. Greenwood, trespass, warrantless detention, search and seizure of my property including my rights has caused me irreparable harm. My faith in law enforcement has been shattered.
15. Mr. Greenwood, your failure to rebut on a point by point basis equates to stipulation of the facts and admittance of all the conduct complained of in the affidavits.
16. Mr. Greenwood, because truth is sovereign in commerce and everyone is responsible for propagating the truth in all speaking, writing and acting, all commercial processes function via affidavit certified and sworn on each affiant's commercial liability as "true, correct, and complete," attesting under oath re the validity, relevance, and veracity of all matters stated, and likewise demanded.
17. Mr. Greenwood, your acceptance and approval of the terms of the Affidavit/Contract constitutes your agreement to the stipulated aggregate amount of damages for your actions.
18. Mr. Greenwood, having received the Affidavit of Truth, Demand for Bill of Particulars and Affidavit Notice of Fault and Demand for Payment and having failed to respond or tender payment in full with time now expired to do so, Mr. Greenwood you are now in default.
19. Mr. Greenwood, as an operation of law, you by acquiescence of the Affidavit of Truth and Affidavit Notice of Fault and Demand for Payment and failure to tender payment in full have created a default – your own default.

### DEFAULT

The only one who can rebut a Commercial Affidavit is the Accused who alone, by his own affidavit, must speak for himself and only for himself. If the Accused uses someone else to speak for him, the third party must speak for and in behalf of the Accused as if he were the Accused; and the Accused still stands completely liable as if he himself were speaking. If however, the third party is identified as separated from the Accused, he also becomes a co-party with the Accused as an accomplice, thus a co-conspirator has no immunity whatsoever.

Every charge or claim contained in the Affiant's Affidavit must be rebutted point-for-point by the Accused. The Accused's rebuttal must be done in the form of an Affidavit of Truth. That means it must be SWORN TESTIMONY. The Accused/Affiant must swear to the truth, the correctness and the certainty of his or her rebuttals within that affidavit, thereby assuming complete

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liability for the statements contained in it and must be prepared to prove his or her statements, preferably with documentation that is unimpeachable.

Failure to follow the correct process of rebutting the charges or ANY ATTEMPT TO PRESENT REBUTTAL EVIDENCE THAT IS NOT SWORN AS BOTH TRUE and "THE WHOLE TRUTH" INVALIDATES such response as if no evidence or rebuttal were given at all. SUCH FAILURE IS FATAL TO THE DEFENSE!

Mr. Greenwood, your failure to respond to the Affidavit of Truth and Demand for Bill of Particulars and the Affidavit Notice of Fault and Demand for Payment or tender payment places you in **default**. For the course of dealing, set forth herein, with your failure, refusal, or neglect to respond with a verified response to the Affidavit of Truth and Affidavit Notice of Fault and Demand for Payment or tender payment constitutes failure to perform in good faith and your acquiescence and tacit agreement with all terms, conditions and stipulations set forth within this Affidavit Notice of Default, Judgment in Nihil Dicit.

### DEMAND FOR PAYMENT

Affiant reserves the right to amend and correct and adjust the Accounting and Demand to reflect injuries due to continued actions.

Mr. Greenwood, by your silence you agreed to the stipulated aggregate amount of damages for your actions of sitting idly by and failing to act upon fraud and crime reported to you by me (making you an *accessory*, Title 18 U.S.C. § 4), depriving me of my intangible rights to honest services from a government employee (fraud and swindle Title 18 U.S.C. §§ 1341–1346), operating a state facility directly or indirectly receiving federal funds as a racketeering enterprise (Title 18 U.S.C. §§ 666, 1951-1964), permitting breach of the law and constitution in your facility under your supervision, and deprivation of my unalienable rights including my rights to privacy, due process, just compensation, and pursuit of happiness under color of law (Title 18 U.S.C. §§ 241, 242).

Mr. Greenwood, you were given notice in my second affidavit sent to you on July 27, 2016 Certified no.: 7016 0600 0000 7574 7804 and received on July 28, 2016 at 10:00 a.m., at paragraph 9 on page 4 and paragraph 19 on page 5 that you had 30 days to prove your claims that the actions of your agents/employees were valid in detaining, questioning and taking my property/money/rights without a warrant, and you failed to respond. I also gave you an opportunity to make me whole for the unlawful actions of your office, agents and employees, and to settle this outside of court:

9. Let it be known to all that I, Elmer Hinds, a living man, reserve my right not to be compelled to perform under any contract, commercial agreement or *bankruptcy* that I did not enter knowingly and with full disclosure, voluntarily, and intentionally. I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement. I am not ever subject to silent contracts, and have never knowingly or willingly contracted away my sovereignty. Violation fee for deprivation of my liberty is \$250,000.00 per incident or per 15 minutes or any part thereof.

19. Mr. Greenwood, you have thirty (30) days from the receipt of this Affidavit to send by certified mail a cashier's check for the following amount: Two Hundred Ninety Five Thousand, five hundred Dollars (\$295,500.00) made out to Elmer Hinds c/o Notary Public 3<sup>rd</sup> party witness listed above. The amount will increase One Hundred Dollars (\$100.00) a Day for each and every day for any future injury or until paid in full. Failure to comply would be Dishonor and Default. Actions that may be taken to cure the Default include but

CERTIFIED NO.: 7016 0600 0000 7574 7675

are not limited to: filing a complaint with several Federal and State agencies for fraud, civil rights violations and identity theft due to the crimes against me.

**TAKE NOTICE:** Your failure to prove your claim and respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Elmer Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

<b>ITEM</b>	<b>QUANTITY</b>	<b>COST</b>
Agents' actions (3 agents @ \$5,000.00 per agent)		\$ 15,000.00
Failure to provide bonds/malpractice insurance carrier		\$ 10,000.00
Documents filed/mailed (3 documents @ \$5,000.00 ea.)		\$ 15,000.00
Value of property taken (8 roosters @ \$5,000.00 per rooster or \$40,000.00, two heirloom boxes, 5 stall per box at \$50.00 per stall or \$500.00, 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 total = total damages of \$45,500.00 X 3 (treble damages)		\$136,500.00
Deprivation of my liberty		\$250,000.00
Penalty for failing to settle @ \$100.00 per day from August 28, 2016 to September 15, 2016 (18 days)		\$ 1,800.00
Irreparable harm (amount to increase for each future injury or until paid in full)		
<b>TOTAL:</b>		<b>\$428,300.00</b>

Mr. Greenwood, you have thirty (30) days from the receipt of this Affidavit to send by certified mail a cashier's check for the following amount: Four hundred and twenty-eight thousand, and three hundred Dollars **\$428,300.00**) made out to Elmer Hinds c/o Notary Public 3<sup>rd</sup> party witness listed below and the amount will increase at the rate of \$100.00 per day and for every future injury or until paid in full. It is mandatory that if, John Greenwood elects to respond to the foregoing, any such response must be done by delivering payment as stated in Affiant's Affidavits to the Notary address listed.

Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

John Greenwood is granted Thirty (30) days to make full payment of the Sum Certain in certified funds as stated above and as evidenced in Affiant's Affidavits. Failure to comply would be Dishonor.

John Greenwood, **YOU ARE HEREBY NOTICED THAT** failure to respond as herein required to the Affiant, within the herein prescribed time of thirty (30) days will be deemed by the Affiant to invoke the doctrine of acquiescence and admission, to recover, in commerce, the lost or damaged properties plus damages, penalties and costs.

This is a notification of Default Judgment in Nihil Dicit and no other notification will be sent to you. Collection of this lawful claim against you and your bonds, insurance policies, 401-K, 801-K, any type of retirement accounts, properties, or any other source of revenue to cure the default will begin in thirty (30) days if this claim is not paid in full.

Mr. Greenwood, Affiant has exhausted his administrative remedy. It is clear that you refused to respond/rebut Affiant's Affidavits, prove your claim and you leave me NO other options but to take

CERTIFIED NO.: 7016 0600 0000 7574 7675

legal action and file a complaint with the Department of Justice, United States Attorney General, Judicial Council, the District Court, my local Senator's Office and other governmental agencies for Remedy and Restitution afforded to me, as I reserve all my rights afforded to me under UCC 1-308 (formerly known as 1-207).

Mr. Greenwood, you can explain to the above listed governmental agencies as to why you failed to respond/rebut Affiant's Affidavits, prove your claim, sat idly by, and failed to act upon fraud.

### **FINAL OPPORTUNITY TO CURE**

Mr. Greenwood, in the event that your failure to take the remedy offered in my original Affidavit and Demand for Bill of Particulars, then my second Notice of Fault and Demand for Payment was an oversight, mistake or otherwise unintentional, Affiant, Elmer Hinds grants you ten (10) days to cure the default and effect the remedy as stipulated below:

1. Mr. Greenwood, if you contact the Notary Public 3<sup>rd</sup> party witness within ten 10 days in writing stating that you will be expunging any action against Elmer Hinds, returning his 8 roosters @ \$5,000.00 per rooster or \$40,000.00, two heirloom boxes – 5 stalls per box at \$50.00 per stall or \$500.00, 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 = total damages of \$45,500.00 X 3 (treble damages) or \$136,500.00; plus at least 3 agents' actions of detaining, questioning, robbing me and pointing guns at me without a warrant @\$5,000.00 each times 3 totaling \$15,000.00; plus \$10,000.00 for failing to provide bonds/malpractice insurance carrier; plus documents filed/mailed (3 documents @ \$5,000.00 ea.) totaling \$15,000.00, deprivation of my liberty as stated in my second Affidavit \$250,000.00, plus \$100.00 per day for non-settlement from August 28, 2016 to September 15, 2016 (18 days) for a total of \$1,800.00, equals a grand total of Four hundred and twenty-eight thousand, and three hundred Dollars **\$428,300.00**), then NO further actions will need to be taken, no fees will need to be collected for damages and this matter will be considered closed.

This is the final opportunity to cure your non-response to Elmer Hinds' Affidavits. This is my good faith offering to settle all issues in controversy. Mr. Greenwood, if you do not respond to the affidavit point by point or address the offer for the opportunity to cure, then further action whether administrative or judicial will be taken for the injuries caused by your actions, and all damages will be incurred retroactively. Elmer Hinds is trying to address this controversy reasonably. Failure to cure will constitute, as an operation of law, the FINAL admission of the obligation by John Greenwood through *tacit procuration* to the Commercial Affidavit and the whole matter shall be deemed settled RES JUDICATA and STARE DECISIS. John Greenwood may not argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative or judicial.

### **YOU HAVE BEEN GIVEN NOTICE. THE CHOICE IS YOURS. CHOOSE WISELY.**

This is a private communication and is intended to effect an out-of-court settlement of this matter. Conduct yourself accordingly. Should any provision on this agreement be found to not be enforceable by order of a court of competent jurisdiction, it shall not adversely affect any other provision of this agreement and reasonable opportunity and effort shall be taken to modify it to become enforceable.



Please forward all responses to the Notary Public address above for 3<sup>rd</sup> party verification and tracking. Responses not sent to the Notary address listed, as outlined within this Affidavit will constitute non response, and will be **Null and Void**, so act in Honor and respond accordingly.

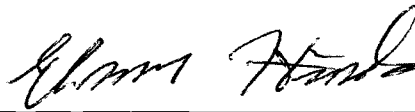
“Equality under the Law is PARAMOUNT and MANDATORY by Law”

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT, NOTICE TO THE AGENT  
IS NOTICE TO PRINCIPAL  
Applicable to all successors and assigns  
Silence is Acquiescence/Agreement/Dishonor

I declare under penalties of perjury, under the laws of the State of Texas that the above is true, correct, and complete to the best of my knowledge.

This Affidavit is dated: the 17 day of the Ninth Month in the Year of Our Lord Two Thousand Sixteen. Further I Sayeth not.

Autograph



Elmer Hinds, Affiant

All Rights Reserved UCC 1-308



**EXHIBIT 5**

**Fourth Affidavit to Greenwood  
Affidavit of Non-Response  
(3 pages)**

CERTIFIED NO.: 7016 0600 0000 7574 7729

**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]


On this 4<sup>th</sup> Day of November, 2016, I witnessed one copy being inserted into an envelope of the following:

Affidavit of Non-Response (2 Pages)

A total of Two (2) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail No. 7016 0600 0000 7574 7729, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive care and custody of the U.S. Postal Service within the State of Texas.

John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300

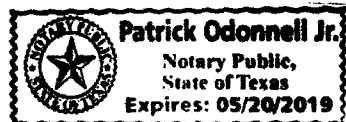
I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 4<sup>th</sup> of November 2016 at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

  
Signature, Notary Public for said State of Texas

11-4-16  
Date

My Commission Number: 5-20-19

My Commission Expires: \_\_\_\_\_



CERTIFIED NO.: 7016 0600 0000 7574 7729

## AFFIDAVIT OF NON-RESPONSE

To: John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300

From: Elmer Hinds  
244 County Road 250  
Burnet, Texas 78611

RE: Affidavit of Non-Response

Affiant is a Creature of the Most High God, a natural born living breathing soul, living in harmony with the natural laws of the creator of the boundless universe, and over the age of twenty-one, reserving all rights, and not waiving any rights or remedies statutory or procedural.

This affidavit and statement of facts is based on Affiant's own firsthand knowledge and belief, mark Affiant's word. This Affidavit of Non-Response is presented as evidence of dishonor pursuant to legal authority.

On this 4 day of November, 2016 A.D. for the purpose of verification, I, the undersigned Affiant, do affirm that I have received no response from the Affidavit of Truth and Demand for Bill of Particulars, Second Affidavit: Affidavit of Fault and Demand For Payment, and Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure that were sent by certified mail to the following recipient:

John Greenwood  
P.O. Box 1300  
Lampasas, Texas 76550-1300

On July 5, 2016 I mailed an Affidavit of Truth and Demand for Bill of Particulars was mailed Certified no.: 7015 0640 0005 1054 6671 and delivered on July 13, 2016 at 10:44 a.m. at the above stated address. You did not respond as of the date of this mailing.

On July 27, 2016 I mailed a Second Affidavit: Affidavit of Fault and Demand For Payment. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7804 and delivered on July 28, 2016 at 10:00a.m. at the above stated address. You did not respond as of the date of this mailing.

On September 17, 2016 I mailed an Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7675 Delivered September 30, 2016 at 9:36 a.m. at the above stated address. You did not respond as of the date of this mailing. Please forward all responses to the Notary Public address above for 3<sup>rd</sup> party verification and tracking. Responses not sent to the Notary address listed, as outlined

CERTIFIED NO.: 7016 0600 0000 7574 7729

within this Affidavit will constitute non response, and will be **Null and Void**, so act in Honor and respond accordingly.

“Equality under the Law is PARAMOUNT and MANDATORY by Law”


NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT NOTICE TO THE AGENT  
IS NOTICE TO PRINCIPAL  
Applicable to all successors and assigns

Silence is Acquiescence/Agreement/Dishonor

Affiant, Elmer Hinds, a living, breathing, flesh-and-blood man, does affirm on Affiant's own unlimited commercial liability, that Affiant has scribed and read the foregoing facts contained in this Affidavit, and that, in accordance with the best of Affiant's firsthand knowledge and conviction, such are true, correct, complete, and not misleading, the truth, the whole truth, and nothing but the truth.

This Affidavit is dated: the 4 day of the Eleventh Month in the Year of Our Lord Two Thousand Sixteen Further Affiant Sayeth not.

Autograph



Elmer Hinds

UCC 1-308

**EXHIBIT 6**

**Fifth Affidavit to Greenwood  
Notary Affidavit of Non-Response  
(1 page)**

CERTIFIED NO.: 7016 0600 0000 7347

**NOTARY AFFIDAVIT OF NON-RESPONSE**

Pat O'Donnell - Notary Public  
 203 S. Water St.  
 Burnet, Texas [78611]

On this 17<sup>th</sup> day of December, A.D. 2016 for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County of Burnet, State of Texas noted above, do certify that for Claimant, Elmer Hinds, Secured Party Creditor, Executive Trustee for the Trust known as ELMER HINDS, I have received no responses from the Affidavit of Truth and Demand for Bill of Particulars sent by Certified Mail #7015 0640 0005 1054 6688; the Second Affidavit: Affidavit of Fault and Demand For Payment sent by Certified Mail #7016 0600 0000 7574 7781; an Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure sent by Certified Mail #7016 0600 0000 7574 7699; and Affidavit of Non-Response sent by Certified Mail #7016 0600 0000 7574 7712 to the following recipient:

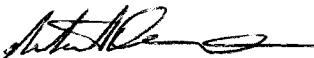
John Greenwood  
 P.O. Box 1300  
 Lampasas, Texas 76550-1300

On July 5, 2016 I witnessed the mailing of Affidavit of Truth and Demand for Bill of Particulars, Certified no.: 7015 0640 0005 1054 6671, delivered on July 13, 2016 at 10:44 a.m. at the above stated address. John Greenwood, you did not respond as of the date of this mailing.

On July 27, 2016 I witnessed the mailing of Second Affidavit: Affidavit of Fault and Demand For Payment, Certified Mail Tracking No. 7016 0600 0000 7574 7804, delivered on July 28, 2016 at 10:00a.m. at the above stated address. John Greenwood, you did not respond as of the date of this mailing.

On September 17, 2016 I witnessed the mailing of Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure, Certified Mail Tracking No. 7016 0600 0000 7574 7675, delivered September 30, 2016 at 9:36 a.m. at the above stated address. John Greenwood, you did not respond as of the date of this mailing.

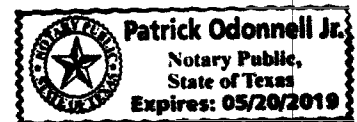
On November 4, 2016 I witnessed the mailing of Affidavit of Non-Response, Certified Mail Tracking No. 7016 0600 0000 7574 7729, delivered on Monday November 7, 2016 at 2:31 p.m. at the above stated address. John Greenwood, you did not respond as of the date of this mailing.

  
 Signature, Notary Public for said State of Texas

12.17.16  
 Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-19





**EXHIBIT 7**

**First Affidavit to Ramos  
Demand for Bill of Particulars  
(12 pages)**

CERTIFIED MAIL # 7015 0640 0005 1054 8701

**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
\_\_\_\_ Burnet, Texas [78611]

On this 5<sup>th</sup> Day of July, 2016, I witnessed one copy being inserted into an envelope of the following:

Affidavit and Demand for Bill of Particulars (11 Pages)

A total of Eleven (11) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail Tracking No. 7015 0640 0005 1054 6701, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive care and custody of the U.S. Postal Service within the State of Texas

Sheriff, Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550

I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 5<sup>th</sup> day of July, 2016 at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

Patrick O'Donnell Jr.  
Signature, Notary Public for said State of Texas

7-5-16  
Date

My Commission Number \_\_\_\_\_

My Commission Expires: 5-20-19



CERTIFIED MAIL # 7015 0640 0005 1054 6701

## Elmer Hinds

244 County Road 250  
Burnet, Texas 78611

To: Sheriff, Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550  
(512) 556-8255

Re: RECEIPT No. 025221, warrantless invasion of private property and robbery of me by armed, uniformed persons

Date: July 27, 2016

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT  
NOTICE TO THE AGENT IS NOTICE TO PRINCIPAL

### Affidavit and Demand for Bill of Particulars

Alliant, Elmer Hinds, a living man and NOT a corporation, explicitly reserves all of my rights, see Uniform Commercial Code UCC 1-308 which was formally UCC 1-207. I reserve all of my rights and liberties given to me by God and NOT dispensed to me by Man at all times and in all places, nunc pro tunc (now for then).

I am 84 years old. On Saturday June 11, 2016, I was enjoying my so-called God-given constitutionally protected rights and freedoms otherwise known as privacy, life, liberty, and the pursuit of happiness with 1<sup>st</sup> Amendment fellowship and right to assemblage with like-minded people on private property off County Road 3010, Lampasas County, Texas.

About 12:00 p.m., the property was invaded by around 15 armed, uniformed men and a helicopter under the direction of your predecessor, David Whitis. I was in great fear about the helicopter, as it was really low, doing twists and turns, and I thought it was going to crash. I ran outside in terror. A man in a brown uniform pointed a rifle at me, and told me to get down on my belly. He did not say who he was, did not hand me a warrant or Mirandize me or anything. I was so scared, I got nearly on my knee, and I was so scared I thought I was going to have a heart attack. More uniformed men appeared and pointed semi-automatic guns at me and other people present. I was told to get up and go to the barn. I was scared, as they had weapons, so I complied. There were about 15-20 uniformed people some of the uniforms were brown, some were dark green.

One of the uniformed people took me back outside, and asked me if a 2002 Suburban was my car. He questioned me without a warrant and without Mirandizing me, asked me about a paper bag on the ground, and asked me if it was my stuff. I was so terrified, I could not think or see straight, so I answered it's trash; somebody's burrito. He asked me, are these your galls? I was terrorized and said no they're not mine. He asked me, are these your boxes? I still could not think straight, didn't understand his questions, so I said one is, one isn't. He took me back to the barn. Next, he came back for me, brought me back down to the car, and asked me, did you put

CERTIFIED MAIL # 7015 0640 0005 1054 6701

the gaffs in there? I noticed that the boxes that were in the car were now back out of the car on the ground. I also noticed that the paper trash bag had been placed inside my car. He asked me, is this your gaffs in here? I was in a state of extreme terror, couldn't think straight, was under severe duress and didn't understand his questions, so I said no, they're not mine. He said hell, they're in your car, I'm not stupid. I answered, I'm not saying you are. We both know they're mine, but I'm not admitting it. He said, well, I am confiscating them. Again, all this was done without a warrant being handed me, nor was I Mirandized.

He told me if I carried boxes of roosters back up to the barn, I wouldn't go to jail. I carried the boxes up one-by one, and somebody took pictures of me carrying the boxes. I made two trips. I set them down inside the barn. He told me I could go, but could not take my roosters. I was given a small "ticket" labeled RECEIPT No. 025355 that was not signed, was incomplete, from Hinds to an illegible name looks like "Bobo" with the initials "Tn" or "Jn" or "Tm" or "Jm" or "Tr" or "Jr." I saw armed, uniformed, armed men talking to my son, Steven, then Larry. I got into my car, drove over, and picked up Steven and Larry. Before I left, I asked all around for search warrant, nobody had one or saw one.

This incident, during which I was detained, terrorized almost to the point of having a heart attack is tantamount to warrantless, illegal search and seizure, robbery and deprivation of rights under color of law, use of threat, fear and intimidation to deprive me of my God-given rights secured by the U.S. Constitution under color, conspiracy to deprive rights under color of law, and intentional infliction of emotional distress. The Constitution grants courts two different criminal jurisdictions: One is a criminal jurisdiction under a Common Law, and the other is a criminal action that constitutes a condition of contract under the criminal aspects of a colorable Admiralty jurisdiction. I have a 6<sup>th</sup> Amendment right to know the true nature of any action against me. In order to determine the true nature, cause and claims of this incident, and determine who was acting under what color of law or who was an imposter, I hereby demand the following:

### **Documentation Requested:**

- 1) Verified COMPLAINT or Claim against Elmer Hinds backed by Grand Jury indictment in this action,
- 2) Application for search/seizure warrant to enter private land where Elmer Hinds was a visitor;
- 3) Warrant to enter private land where Elmer Hinds was a visitor;
- 4) Affidavit in support of Application for Warrant;
- 5) Return of warrant;
- 6) Full name of Judge who presided over the hearing;
- 7) Transcripts of the hearing;
- 8) Abstract of Judgment;
- 9) Judge's Constitutionally required Oath of Office or Oath of Allegiance;
- 10) Judge's Bond;
- 11) Judge's address to private chambers, where he or she can receive correspondence;
- 12) Individuals on RECEIPT No. 025355 full names;

CERTIFIED MAIL # 7015 0640 0005 1054 6701

- 13) Operation Order;
- 14) Probable cause Affidavits;
- 15) Power points of mission brief;
- 16) After action report;
- 17) Pictures/videos;
- 18) Evidentiary list – list of everything as evidence;
- 19) Chain of custody list for all 220 roosters;
- 20) Chain of custody for all collectibles seized;
- 21) Court order authorizing custody and care of the 220 seized roosters;
- 22) Disposition and current location of the 220 roosters;
- 23) Your certified copy of Constitutionally required Oath of Office or Oath of Allegiance and copies of all bonds you are required to obtain according to law;
- 24) Your Bond;
- 25) Your Statement of Economic Interest;
- 26) Your delegation of authority to Eric Sakach of California to act as law enforcement agent;
- 27) Written delegation of authority from any law enforcement agency within the state of Texas to Eric Sakach authorizing him to act as a law enforcement agent;
- 28) The full name of Eric Sakach's informant or investigator;
- 29) Individuals on RECEIPT No. 025355 certified copies of Constitutionally required Oaths of Office or Oaths of Allegiance and copies of all bonds they are required to obtain according to law;
- 30) Individuals on RECEIPT No. 025355 Bonds;
- 31) Individuals on RECEIPT No. 025355 Statements of Economic Interest.
- 32) The name of the Chief Judge and his or her address who authorized this action and his or her Employee Bonding Company with specific policy number.
- 33) The name of the Chief Judge and his or her address who authorized this action and his or her Employee Bonding Company and his or her EIN number.
- 34) The name of the Chief Clerk for the Chief Judge who authorized this action and his or her EIN number.
- 35) COUNTY OF LAMPASAS' Employee Bonding Company with specific policy number.
- 36) COUNTY OF LAMPASAS' Dunn & Bradstreet number.
- 37) COUNTY OF LAMPASAS' North American Identification Classification (NAISC) number.
- 38) COUNTY OF LAMPASAS' Texas-registered Contractor's Central Registration (CCR) number under the Department of Defense (DOD).
- 39) COUNTY OF LAMPASAS' Commercial and Government Entity (CAGE) number.
- 40) COUNTY OF LAMPASAS' Employer Bonding Company – names and addresses. If the COUNTY OF LAMPASAS is Self Insured, identify the official list of its assets that financially back its Self Insurance Program.

CERTIFIED MAIL # 7015 0640 0005 1054 6701

- 41) COUNTY OF LAMPASAS Employee Identification Number (EIN).
- 42) COUNTY OF LAMPASAS Sheriff's Department Employee Bonding Company with specific policy number Employee Bonding Company with specific policy number.
- 43) COUNTY OF LAMPASAS Sheriff's Department Required Fidelity, Surety, or Security Bond(s).
- 44) COUNTY OF LAMPASAS Sheriff's Department Dunn & Bradstreet number.
- 45) COUNTY OF LAMPASAS Sheriff's Department North American Identification Classification (NAISC) number.
- 46) COUNTY OF LAMPASAS Sheriff's Department Texas-registered Contractor's Central Registration (CCR) number under the Department of Defense (DOD).
- 47) COUNTY OF LAMPASAS Sheriff's Department Commercial and Government Entity (CAGE) number.
- 48) COUNTY OF LAMPASAS Sheriff's Department Employer Bonding Company – names and addresses. If the COUNTY OF LAMPASAS Sheriff's Department is Self Insured, identify the official list of its assets that financially back its Self Insurance Program.
- 49) All 15+ officers' full names, seeing as I got only two names – “Avila” and “Barnes” and I was never presented with a warrant or Mirandized.
- 50) Delegation of Authority Order or other such papers from you to the Texas Rangers, Department of Public Safety personnel, Parks and Wildlife personnel, agents, employees, or deputies and other officers to file charges in the name of the People.
- 51) COUNTY OF LAMPASAS' Official Title of Texas Rangers, Department of Public Safety personnel, Parks and Wildlife personnel, agents, employees, or deputies.
- 52) Official location where the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees can experience or receive service of process if later deemed necessary.
- 53) COUNTY OF LAMPASAS' Delegation of Authority Order from Federal Housing and Urban Development (HUD).
- 54) COUNTY OF LAMPASAS' Required Fidelity, Surety, or Security Bond(s).
- 55) All public complaints and disciplinary action records pertaining to the above Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees for the past five years.
- 56) Latest Official COUNTY OF LAMPASAS Personnel Identification photographs for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees.
- 57) COUNTY OF LAMPASAS' Blank Job Description Form for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' duties required for present positions *at the time positions were filled*.
- 58) COUNTY OF LAMPASAS' Blank Job Description Form for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' duties required for present position *at this time*.



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- 59) COUNTY OF LAMPASAS' List of education and training required for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' present positions before hiring.
- 60) COUNTY OF LAMPASAS' Probationary time period specified for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees' present positions.
- 61) COUNTY OF LAMPASAS' Administrative Regulations specifying Job Description for the Code Enforcement employees.
- 62) COUNTY OF LAMPASAS' Administrative Regulations specifying on-the-job training for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees.
- 63) COUNTY OF LAMPASAS' Administrative Regulation specifying disciplinary procedures.
- 64) COUNTY OF LAMPASAS' Administrative Regulation specifying Complaint procedures.
- 65) Official job Resume the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees offered to the COUNTY OF LAMPASAS.
- 66) Official blank job or office application for the present COUNTY OF LAMPASAS positions held by the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees.
- 67) The required statement disclosing each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee's investments, interests in real property, and any income received during the immediately preceding 12 months of COUNTY OF LAMPASAS employment.
- 68) The statement required to be filed each year at the time specified by commission regulations, disclosing investments, interests in real property and personnel income for each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee during the period since the previous statement was filed.
- 69) The statement disclosing investments, interests in real property, and personal income during the period since the previous statement for each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee. The statement shall include any investments and interests in real property held at any time during the period covered by the statement, whether or not they are still held at the time of filing.
- 70) The statement of any investment or an interest in real property required to be disclosed by each of the above Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee under the subject article that contains:
  - a) A statement of the nature of the investment or interest,
  - b) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged,
  - c) The address or other precise location of the real property,
  - d) A statement whether the fair market value of the investment or interest in real property equals or exceeds one thousand dollars (\$1,000) but does not exceed ten thousand dollars (\$10,000), whether it exceeds ten thousand dollars (\$10,000) but

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does not exceed one hundred thousand dollars (\$100,000), or whether it exceeds one hundred thousand dollars (\$100,000), and

- e) In the case of a statement filed under Sections 87203 or 87204, if the investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.
- 71) The income statement for each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee required by law to be on file.
- 72) The name and address of each source of income aggregating two hundred fifty dollars (\$250) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source.
- 73) A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least two hundred fifty dollars (\$250) but did not exceed one thousand dollars (\$1,000), whether it was in excess of one thousand dollars (\$1,000) but was not greater than ten thousand dollars (\$10,000), or whether it was greater than ten thousand dollars (\$10,000).
- 74) A description of the consideration, if any, for which the income was received.
- 75) In the case of a gift, the amount and the date on which the gift was received.
- 76) In the case of a loan, the annual interest rate, the security, if any, given for the loan, and the term of the loan.
- 77) When the filer's pro rata share of income to a business entity, including income to a sole proprietorship is required to be reported, the statement shall contain:
  - a) The name, address, and a general description of the business activity of the business entity.
  - b) The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from that person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.
- 78) When a payment, including an advance or reimbursement for travel is required to be reported pursuant to this section, it may be reported on a separate travel reimbursement schedule which shall be included in the filer's statement of economic interest. A filer who chooses not to use the travel schedule shall disclose payments for travel as a gift, unless it is clear from all surrounding circumstances that the services provided were equal to or greater in value than the payments for the travel, in which case the travel may be reported as income.
- 79) The statement required to be filed by each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee that shall disclose any business positions held by these employees. For purposes of said section, "business position" means any business entity in which the filer is a director, officer, partner, trustee, employee, or holds any position of management, if the business entity or any parent, subsidiary, or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction or has done business in the jurisdiction at any time during the two years prior to the date the statement is required to be filed.
- 80) The statement required to be filed by each Code Enforcement officer, police, ranger, Department of Public Safety personnel, Parks and Wildlife employee of any gift totaling fifty dollars (\$50) or more in a calendar year to any person described therein on behalf of another,

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or while acting as the intermediary or agent of another, without disclosing to the recipient of the gift both his own full name, street address, and business activity, if any, and the full name, street address, and business activity, if any, of the actual donor. If the recipient of the gift is the above named person, it shall be included in his or her Statement of Economic Interests, and shall include the full name, street address, and business activity, if any, of the intermediary or agent and the actual donor.

- 81) A copy of the adopted and promulgated Conflict of Interest Code for the Code Enforcement officers, police, Texas Rangers, Department of Public Safety personnel, Parks and Wildlife employees, which shall have the force of law and which shall have all of the following provisions:
- (a) Specific enumeration of the position within the agency, other than those specified therein, which involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest for such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable by the civil servant employees. An investment, business position, interest in real property, or source of income shall be made reportable by the Conflict of Interest Code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeable be affected materially by any decision made or participated in by the designated employee by virtue of his or her position.
  - (b) Requirements that designated employee, other than those specified in Section 87200, file statements at times and under circumstances described in this section, disclosing reportable investments, business positions, interests in real property and income. The information disclosed with respect to reportable investments, interests in real property, and income shall be the same as the information required therein. The first statement filed under a Conflict of Interest Code by a designated employee shall disclose any reportable investments, business positions, interests in real property, and income. An initial statement shall be filed by each designated employee within 30 days after the effective date of the Conflict of Interest Code, disclosing investments, business positions, and interests in real property held on the effective date of the Conflict of Interest Code and income received during the 12 months before the effective date of the Conflict of Interest Code. Thereafter, each new designated employee shall file a statement within 30 days after assuming office, or if subject to State Senate confirmation, 30 days after being appointed or nominated, disclosing investments, business positions, and interests in real property held on, and income received during the 12 months before, the date of assuming office or the date of being appointed or nominated, respectively. Each designated employee shall file an annual statement, at the time specified in the Conflict of Interest Code, disclosing reportable investments, business positions, interest in real property and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year. Every designated employee who leaves office shall file, within 30 days of leaving office, a statement disclosing reportable investments, business positions, interests in real property, and income held or received at any time during the

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period between the closing date of the last statement required to be filed and the date of leaving office.

- (c) Specific provisions setting forth any circumstances under which designated employees or categories of designated employees must disqualify themselves from making, participating in the making, or using their official position to influence the making of any decision. Disqualification shall be required by the Conflict of Interest Code when the designated employee has a financial interest, which it is reasonably foreseeable may be affected materially by the decision. No designated employee shall be required to disqualify himself or herself with respect to any matter which could not legally be acted upon or decided without his or her participation.
  - (d) For any position enumerated therein, an individual who resigns the position within 12 months following initial appointment or within 30 days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within 30 days of the date of a notice mailed by the filing officer, the individual shall do both of the following:
    - (1) File a written resignation with the appointing power.
    - (2) File a written statement with the filing officer on a form prescribed by the commission and signed under the penalty of perjury stating that the individual, during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.
- 82) Contracts wherein Elmer Hinds (living man with upper and lower case spelling of my name) has knowingly and with full disclosure waived any rights including rights to set-off regarding claims or liens against his legal fiction/corporate franchise entity designated as ELMER HINDS (upper case spelling).
- 83) Chain of custody securitizing citation(s) against franchise ELMER HINDS (upper case corporation), and the routing numbers, CUSIP numbers, names, and EIN numbers of investors.
- 84) Contract with ELMER HINDS (corporation) and Elmer Hinds (living man) giving full disclosure and permission to securitize each individual, or Elmer Hinds' cestui que Trust to be sold to any investors, and names of investors.
- 85) The Bank Account number and Depository Agreement signed by the Clerk of Court for deposit into the Federal Reserve Bank of New York, in New York City.
- 86) The name of the Escrow Agent used as a go-between – between the Clerk's Office and the Federal Reserve Bank of New York.

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- 87) The securities listed through the Seventh Circuit (Chicago, IL), and then sent to the Depository Trust Clearing Corporation (DTCC), the clearinghouse, who lists the securities for trading.
- 88) Lawyers' case numbers to buy equity securities, as all of the lawyers involved are acting a private debt collectors according to the Federal Fair Debt Collection Practices Act (FDCPA) Title 15 § 1692. The BAR Association exempts them from having to be registered as such; however, they operate through call warrants, which are like a put, or a call. Doing margin calls is where they convert a case through – similar to a Writ of Execution – and use the case number to buy equity securities.
- 89) Routing information and CUSIP numbers between COUNTY OF LAMPASAS, COUNTY OF LAMPASAS Sheriff's Department, Department of Public Safety, Texas Rangers and Elmer Hinds (living man) giving full disclosure of securitization of each individual or their cestui que Trusts to be sold to any investors, and names of investors.
- 90) Contracts with ELMER HINDS and said investors, and investor's names.
- 91) The NAICS (North American Identification Security Classification) number stamped on the judgment ("Pay to the Order Of"), and the name of the agency to which it is delivered.
- 92) The Dunn's number (Dunn & Bradstreet) for the agency receiving the judgment.
- 93) The Depository Agreement signed by the Clerk of Court.
- 94) The name of the Escrow Agent used as the go-between – between the Clerk's Office and the Federal Reserve Bank of New York.
- 95) The number of the account that the securities list through the Seventh Circuit (Chicago, IL), with Depository Trust Corporation (DTCC).
- 96) List the exact name and routing number of the hedge fund where everything filed into court is securitized, turned into negotiable instruments, then turned into securities, then sold as commercial items, calling them distress debts (Unifund), then pooled together in a hedge fund, where they are sold globally.
- 97) The court's account number with the IMF (International Monetary Fund) under Interpol.
- 98) The Judge's Oath of Office with the IMF.
- 99) The 1099 OID showing Elmer Hinds as recipient of the funds, unless the county wishes to close this account.
- 100) A copy of the Depository Resolution Agreement from the Clerk of Court for making deposits into the Federal Reserve Bank of New York via electronic funds transfers (EFTs).
- 101) The Clerk's PMIA (Private Money Investment Account), which also has a government code.
- 102) Since all 1099s are Class 5 gift and estate taxes, I am asking for a 1099 OID in this case, as I am not willing to gift you or the county the proceeds, and demand the proceeds in their entirety plus interest.
- 103) A copy of the Depository Resolution Agreement from the Clerk of Court, and a W-9 from the Judge and the prosecuting Attorney involved, if you wish to proceed with this case.

**TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate Elmer



CERTIFIED MAIL # 7015 0640 0005 1054 6701

Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

- I) Five Thousand Dollars (\$5,000.00) for injuries by your or your agents' actions per person per occurrence,
- II) Ten Thousand Dollars (\$10,000.00) for failure to provide copies of all bonds and malpractice insurance carrier per person per occurrence,
- III) Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV) The value of said property taken – 8 roosters @ \$5,000.00 per rooster or \$40,000.00, plus two heirloom boxes, 5 stall per box at \$50.00 per stall or \$500.00, plus 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 total = TOTAL DAMAMGES of \$45,500.00 plus treble damages,
- V) Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI) You tacitly agree that you will compensate Elmer Hinds for all costs; fees and expenses incurred in defending this action against you.

### **Notice of Reservation of Affiant's Rights to Initiate a Counterclaim and File a Claim Against Official Bond**

1. If, Jess Ramos, as such by commission, omission or otherwise, you: (a) Fail to give me, Elmer Hinds, Affiant information requested and submit the appropriate document back to me with an Affidavit signed under penalty of perjury, (b) Make a false representation, (c) Make a false misrepresentation of the herein above-referenced action, (d) Make a false representation of the legal status of herein above-referenced action, then I, Elmer Hinds, may initiate a counterclaim/claim against the official Bond of Jess Ramos as well as the Bond of any principle, agent, assignee and the likes, of Jess Ramos, whose acts/omissions resulted in, and/or are continuing to result in Elmer Hinds sustaining any tort injury(s).

2. Jess Ramos has no lawful, bona fide reason for not submitting the requested documents and information. This is my attempt to determine the nature and basis of a case/counterclaim against Jess Ramos, and any information contained within Jess Ramos' disclosure statement, as well as any information obtained otherwise, such as by Jess Ramos' commissions, omissions and the likes, will be used for that purpose.

3. Jess Ramos, you have Ten (10) days to produce the evidence requested or rebut my affidavit point for point to that in which you disagree, by submitting a counter affidavit to the Notary Public 3<sup>rd</sup> party for third party witness tracking verification listed below:

Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

4. Failure to respond and send said response via the notary will be deemed a dishonor of this Affidavit incurring an additional charge of \$10,000.00. The Affidavit is evidence that may be used according to the Federal Rules of Evidence to prosecute or enforce any default by you in this matter.



CERTIFIED MAIL # 7015 0640 0005 1054 6701

5. Jess Ramos, you are required to have an oath of office on file for public scrutiny, and Bonds to guarantee your faithful performance of your duties, pursuant to your oath as the law requires, as well as malpractice insurance. I respectfully demand that you send me a certified copy of your timely filed oath of office and copies of all bonds you are required to obtain according to law including documented proof of your malpractice insurance.

6. Elmer Hinds declares that as his un-enfranchised status as a preamble American Citizen of the guaranteed "Republican form" of government known as The United States of America and inhabitant of Texas, that without a corpus delicti, no court, judicial or legislative tribunal has a criminal jurisdiction over his person or property. Since no warrant was given me, I am free to presume that there was no Verified Complaint ever timely prepared and filed with a Magistrate under Oath as required by law, and then presented in a form acceptable to the Clerk of the Court as required by *Wong Sun v. United States*, 371 U.S. 471, 481-482 (1963). The threshold question of proper In Personam, In Rem or Subject Matter jurisdiction was never duly and timely achieved with the subject Lampasas warrantless raid. Therefore, a Warrant for Arrest or notice to arrest Elmer Hinds after-the-fact would be produced without proper judicial authority or immunity. The holding case law cited above clearly says NO JURISDICTION to the court and NO JEOPARDY to the accused. This means that someone or a group of coconspirators have overtly created a false public record accusing Elmer Hinds under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void.

7. If Elmer Hinds is retaliated against, falsely charged, harassed or arrested for exercising his unalienable rights secured by the Constitution for the United States of America, he will file criminal charges and a federal temporary restraining order and injunction.

8. Last, but not least, Jess Ramos, you are required by law to return my roosters, boxes and gaffs to me all \$45,500.00 worth, as it was unlawfully seized as fruit of a poisonous tree.

**"Equality under the Law is PARAMOUNT and MANDATORY by Law"**

**NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT NOTICE TO  
THE AGENT IS NOTICE TO PRINCIPAL**

**Applicable to all successors and assigns**

**Silence is Acquiescence/Agreement/Dishonor**

I certify under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete to best of my knowledge.

This Affidavit is dated: the 5<sup>th</sup> day of the Seventh Month in the Year of Our Lord Two Thousand Sixteen. Further Affiant Sayeth not.

Autograph



Elmer Hinds

**EXHIBIT 8**

**Second Affidavit to Ramos  
Affidavit of Fault and  
Demand for Payment  
(9 pages)**

7016 0600 0000 7574 7804

7016 0600 0000 7574 7811

**U.S. Postal Service**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

LAMPASAS, TX 76550

Certified Mail Fee \$3.30

Extra Services & Fees (check box, add fee to postage):  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.36

Total Postage and Fees \$4.66

Sent To *John Greenwood*  
 Street and Apt. No., or PO Box No.  
*P.O. Box 1300*  
 City, State, ZIP+4®  
*Lampasas TX 76550*

PS Form 3870, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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LAMPASAS, TX 76550

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☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.36

Total Postage and Fees \$4.66

Sent To *Jess Ramos*  
 Street and Apt. No., or PO Box No.  
*P.O. Box 465*  
 City, State, ZIP+4®  
*Lampasas TX 76550*

PS Form 3870, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service**  
**CERTIFIED MAIL® RECEIPT**  
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☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.36

Total Postage and Fees \$4.66

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*P.O. Box 1300*  
 City, State, ZIP+4®  
*Lampasas TX 76550*

PS Form 3870, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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*Lampasas TX 76550*

PS Form 3870, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

BURNET 508 E JACKSON ST BURNET TX 78611-9998 4812600020 (800)275-8777					07/27/2016	3:45 PM			
Product		Sale	Qty	Final Price					
First-Class Mail Large Envelope (Domestic) (LAMPASAS, TX 76550) (Weight: 0 Lb 2.10 Oz) (Expected Delivery Day) (Friday 07/29/2016)	1			\$1.36					
Certified (USPS Certified Mail #) (7016060000007547781)	1			\$3.30					
First-Class Mail Large Envelope (Domestic) (LAMPASAS, TX 76550) (Weight: 0 Lb 2.10 Oz) (Expected Delivery Day) (Friday 07/29/2016)	1			\$1.36					
Certified (USPS Certified Mail #) (7016060000007547798)	1			\$3.30					
First-Class Mail Large Envelope (Domestic) (LAMPASAS, TX 76550) (Weight: 0 Lb 2.10 Oz) (Expected Delivery Day) (Friday 07/29/2016)	1			\$1.36					
Certified (USPS Certified Mail #) (7016060000007547811)	1			\$3.30					
First-Class Mail Large Envelope (Domestic) (LAMPASAS, TX 76550) (Weight: 0 Lb 2.10 Oz) (Expected Delivery Day) (Friday 07/29/2016)	1			\$1.36					
Certified (USPS Certified Mail #) (7016060000007547804)	1			\$3.30					
Total				\$18.64					

**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]

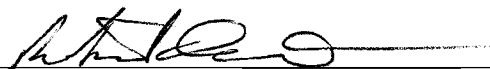
On this 27<sup>th</sup> Day of July, 2016, I witnessed one copy being inserted into an envelope of the following:

Second Affidavit of Fault and Demand For Payment (7 Pages)

A total of Seven (7) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail Tracking No. 7016 0600 0000 7574 7811, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Texas

Sheriff, Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550

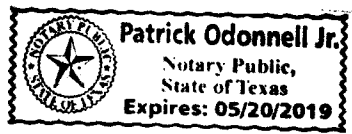
I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 27<sup>th</sup> day of July, 2016 at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

  
Signature, Notary Public for said State of Texas

7-27-16  
Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-22-19



## Elmer Hinds

244 County Road 250  
Burnet, Texas 78611

To: Sheriff Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550  
(512) 556-8255

### **NOTICE TO PRINCIPAL IS NOTICE TO AGENT NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

Date: July 27, 2016

To: Sheriff Jess Ramos

Re.: RECEIPT No. 025221, warrantless invasion of private property and robbery of me by armed, uniformed persons

### **Second Affidavit: Affidavit of Fault and Demand For Payment**

1. Affiant, Elmer Hinds, a living man and NOT a corporation, explicitly reserves all of my rights, see Uniform Commercial Code UCC 1-308 which was formally UCC 1-207. I reserve all of my rights and liberties given to me by God and NOT dispensed to me by Man at all times and in all places, nunc pro tunc (now for then).

2. Mr. Ramos, on July 5, 2016 my Affidavit Demand for Proof of Claim was mailed to you at the above stated address and received at your location on July 12, 2016. You failed to respond.

3. Mr. Ramos, your failure to respond, dispute, admit, rebut or deny the facts and information outlined in the Affidavit of Proof of Claim constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavit was true, correct, legal, lawful and binding upon you, to the terms of the Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and you accepted full commercial liability.

4. Mr. Ramos, you are being duly Noticed, that you are causing injury to one of the people, Affiant, Elmer Hinds, by your failure to comply to the Demand for Bill of Particulars that you received via the United States Mail, Certified Mail # 7015 0640 0005 1054 6701 on July 12, 2016 and that you are now at Fault for failure to respond as outlined on pages 10-11, ¶ 6 of my prior affidavit, which stated:

"6. Elmer Hinds declares that as his un-enfranchised status as a preamble American Citizen of the guaranteed "Republican form" of government known as The United States of America and inhabitant of Texas, that without a corpus delicti, no court, judicial or legislative tribunal has a criminal jurisdiction over his person or property. Since no warrant was given me, I am free to presume that there was no Verified Complaint ever timely prepared and

CERTIFIED NO.: 7016 0600 0000 7574 7811

filed with a Magistrate under Oath as required by law, and then presented in a form acceptable to the Clerk of the Court as required by *Wong Sun v. United States*, 371 U.S. 471, 481-482 (1963). The threshold question of proper In Personam, In Rem or Subject Matter jurisdiction was never duly and timely achieved with the subject Lampasas warrantless raid. Therefore, a Warrant for Arrest or notice to arrest Elmer Hinds after-the-fact would be produced without proper judicial authority or immunity. The holding case law cited above clearly says NO JURISDICTION to the court and NO JEOPARDY to the accused. This means that someone or a group of coconspirators have overtly created a false public record accusing Elmer Hinds under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void.”

5. Mr. Ramos, I am offering you another opportunity to act in honor and provided the demanded documents and information in the Bill of Particulars or, if you are not able to, please provide me the code, statute or law that prohibits you from doing so within 10 days from the date of this Affidavit. If not, then you agree that you just failed to respond and that there is no such code, statute or law to the contrary.

6. Mr. Ramos, you failed to adhere to the terms and demands as clearly outlined in the list of documents demanded from you as stated on page 10 of the July 5, 2016 Affidavit and Demand for Bill of Particulars, which finished by stating:

Jess Ramos, you have Ten (10) days to produce the evidence requested or rebut my affidavit point for point to that in which you disagree, by submitting a counter affidavit to the Notary Public 3<sup>rd</sup> party for third party witness tracking verification listed below:

Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

7. Mr. Ramos, by failing to rebut, deny or respond to my first Affidavit and Demand for Bill of Particulars, you admitted everything, and are now at Fault for failure to respond as outlined on pages 10-11 of my prior affidavit, which stated:

1. If, Jess Ramos, as such by commission, omission or otherwise, you: (a) Fail to give me, Elmer Hinds, Affiant information requested and submit the appropriate document back to me with an Affidavit signed under penalty of perjury, (b) Make a false representation, (c) Make a false misrepresentation of the herein above-referenced action, (d) Make a false representation of the legal status of herein above-referenced action, then I, Elmer Hinds, may initiate a counterclaim/claim against the official Bond of Jess Ramos as well as the Bond of any principle, agent, assignee and the likes, of Jess Ramos, whose acts/omissions resulted in, and/or are continuing to result in Elmer Hinds sustaining any tort injury(s).

2. Jess Ramos has no lawful, bona fide reason for not submitting the requested documents and information. This is my attempt to determine the nature and basis of a case/counterclaim against Jess Ramos, and any information contained within Jess Ramos' disclosure statement, as well as any information obtained otherwise, such as by Jess Ramos' commissions, omissions and the likes, will be used for that purpose.



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3. Jess Ramos, you have Ten (10) days to produce the evidence requested or rebut my affidavit point for point to that in which you disagree, by submitting a counter affidavit to the Notary Public 3<sup>rd</sup> party for third party witness tracking verification listed below:

Pat O'Donnell - Notary Public

203 S. Water St.

Burnet, Texas [78611]

Non-Domestic, Without the UNITED STATES

4. Failure to respond and send said response via the notary will be deemed a dishonor of this Affidavit incurring an additional charge of \$10,000.00. The Affidavit is evidence that may be used according to the Federal Rules of Evidence to prosecute or enforce any default by you in this matter.

5. Jess Ramos, you are required to have an oath of office on file for public scrutiny, and Bonds to guarantee your faithful performance of your duties, pursuant to your oath as the law requires, as well as malpractice insurance. I respectfully demand that you send me a certified copy of your timely filed oath of office and copies of all bonds you are required to obtain according to law including documented proof of your malpractice insurance.

6. Mr. Ramos, since you failed to respond, Elmer Hinds declares that as his un-enfranchised status as a preamble American Citizen of the guaranteed "Republican form" of government known as The United States of America and inhabitant of Texas, that without a corpus delicti, no court, judicial or legislative tribunal has a criminal jurisdiction over his person or property. Since no warrant was given me, I am free to presume that there was no Verified Complaint ever timely prepared and filed with a Magistrate under Oath as required by law, and then presented in a form acceptable to the Clerk of the Court as required by *Wong Sun v. United States*, 371 U.S. 471, 481-482 (1963). The threshold question of proper In Personam, In Rem or Subject Matter jurisdiction was never duly and timely achieved with the subject Lampasas warrantless raid. Therefore, a Warrant for Arrest or notice to arrest Elmer Hinds after-the-fact would be produced without proper judicial authority or immunity. The holding case law cited above clearly says NO JURISDICTION to the court and NO JEOPARDY to the accused. This means that someone or a group of coconspirators have overtly created a false public record accusing Elmer Hinds under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void.

7. Mr. Ramos, since you failed to respond, If Elmer Hinds is retaliated against, falsely charged, harassed or arrested for exercising his unalienable rights secured by the Constitution for the United States of America, he will file criminal charges and a federal temporary restraining order and injunction.

8. Last, but not least, Jess Ramos, you are required by law to return my roosters, boxes and gaffs to me – all \$45,500.00 worth, as it was unlawfully seized as fruit of a poisonous tree.

8. Mr. Ramos, you are now at Fault for failure to respond as outlined on pages 9-10 of my prior affidavit, which stated:

**TAKE NOTICE:** Your failure to respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to

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compensate Elmer Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

- I) Five Thousand Dollars (\$5,000.00) for injuries by your or your agents' actions per person per occurrence,
- II) Ten Thousand Dollars (\$10,000.00) for failure to provide copies of all bonds and malpractice insurance carrier per person per occurrence,
- III) Five Thousand Dollars (\$5,000.00), for each court appearance(past, present and future) including the filing of any pleadings per person per occurrence,
- IV) The value of said property taken – 8 roosters @ \$5,000.00 per rooster or \$40,000.00, plus two heirloom boxes, 5 stall per box at \$50.00 per stall or \$500.00, plus 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 total = TOTAL DAMAGES of \$45,500.00 plus treble damages,
- V) Punitive damages in the amount of Ten Million Dollars (\$10,000,000.00), and
- VI) You tacitly agree that you will compensate Elmer Hinds for all costs; fees and expenses incurred in defending this action against you.

9. Let it be known to all that I, Elmer Hinds, a living man, reserve my right not to be compelled to perform under any contract, commercial agreement or *bankruptcy* that I did not enter knowingly and with full disclosure, voluntarily, and intentionally. I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement. I am not ever subject to silent contracts, and have never knowingly or willingly contracted away my sovereignty. Violation fee for deprivation of my liberty is \$250,000.00 per incident or per 15 minutes or any part thereof.

10. Mr. Ramos, to be clear, that is a private out-of-court communication affidavit against the court and its agents and/or assigns, against you Jess Ramos, against your agents and/or assigns and any officer under your employment that may attempt to continue or in the future attempt to violate and trespass upon Affiant Elmer Hinds' God-given rights secured by the Constitution for the United States of America; which said trespass by law is unconstitutional, racketeering is unconstitutional, fraud is unconstitutional, etc.

11. Mr. Ramos, you are responsible for the actions of your employees, so I pray you take this matter under immediate advisement as a Cease and Desist of Trespass Upon Rights, and to respond Only as outlined to the notary name/address listed on pages 2 and 3 in this affidavit within Ten (10) days to the notary address of your intentions under the opportunity to cure and to provide me with the law enacted by Congress and Legislature that states you can trespass against one of the people, as I am not concerned with quoting of your codes or statutes, as they do not apply under Common Law and both constitutions to one of the people of the United States of America – which is where Affiant stands and pledges his allegiance.

12. Mr. Ramos, I am just a common man with knowledge of the truth of my God-given, Common Law Rights and Bill of Rights and have been informed that the Constitution and Common Law are not taught in law school anymore, but that still does not excuse the fact that those laws exist and are not to be trespassed upon.

13. Mr. Ramos, you committed FRAUD when you actively participated in a scheming conspiracy of untruths and misrepresentations to deceive those who entrusted themselves in dealing in good faith, while specifically acting in deliberate bad faith when such fraud was shown, as in the

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executing a void general warrant abolished in 1776 to seize, kidnap and rob me and threaten me with charges in violation of Title 18 U.S.C. §§ 241, 242, 891-894, 1001, which acts are criminal.

14. Mr. Ramos, you accepted false documents that were known not to be true or known to be false to falsely condemn the party under a color of law without benefit of a lawful trial, to raise revenue by stealing monies of the party and giving it directly to a foreign agent by such false condemnations. This is identity theft and paper terrorism.

15. Mr. Ramos, you are to take notice that the Certifying Notary listed on the affidavits, verified documents provided as unrebutted evidence, are independent contractors and not parties to this claim. In fact, the Certifying Notary is a Federal Witness Pursuant to Title 18, Part I, Chapter 73, Section 1512. Tampering with a witness, victim, or an informant under Color of Law is a violation of the law.

### **Fault**

16. Mr. Ramos, based on the above stated facts, you are at Fault. You have failed to provide proof of claim as to the any verified evidence that Affiant Elmer Hinds demanded, and the time to do so has now expired.

17. Mr. Ramos, now that you are at fault per Texas and UCC law, I am entitled to seek the amount of damages assessed above committed by you and all those in concert responsible for said injury and trespass upon constitutionally protected rights afforded to Affiant, Elmer Hinds by your actions and conduct unbecoming, in violation of my unalienable rights and fraudulent acts in violation of Texas Contract Law and Uniform Commercial Code Law 5-27 et. seq. in addition to other federal and criminal acts, in which the law states, out of fraud no action arises; fraud never gives a right of action. No court will lend its aid to a man (or person) who founds his/its cause of action upon an immoral or illegal act, see Black's Law Dictionary 6<sup>th</sup> Edition, Page 567.

### **Demand For Payment**

18. However, acting in honor, I am offering you a final opportunity to act honorably and comply with the opportunity and **OFFER TO CURE**. If you agree to issue an Order repealing and expunging the entire action taken in Lampasas on June 11, 2016 against me where I was detained and robbed in violation of laws prohibiting trespass, false charges, larceny, racketeering, extortion and deprivation of rights under color of law, and reimburse me by certified funds for deprivation of my liberty and robbery of my property, then all will be forgiven and no further action will be taken.

19. Mr. Ramos, you have thirty (30) days from the receipt of this Affidavit to send by certified mail a cashier's check for the following amount: Two Hundred Ninety Five Thousand, five hundred Dollars (\$295,500.00) made out to Elmer Hinds c/o Notary Public 3<sup>rd</sup> party witness listed above. The amount will increase One Hundred Dollars (\$100.00) a Day for each and every day for any future injury or until paid in full. Failure to comply would be Dishonor and Default. Actions that may be taken to cure the Default include but are not limited to: filing a complaint with several Federal and State agencies for fraud, civil rights violations and identity theft due to the crimes against me.

### **Opportunity To Cure**

20. Affiant Elmer Hinds reserves the right to amend and correct and adjust the Accounting and Demand to reflect injuries due to continued actions. Mr. Greenwood, since you failed to

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respond and acquiesced to my Affidavit, I am allowing you another opportunity to act in honor to: cease and desist all paper terrorism and identity theft by bastardizing my name, threatening charges against me, and indicate a date and time to contact you to discuss a negotiated settlement agreeable to all parties for the civil and irreparable injury caused by your actions and by officers that acted under color of law and trespassed against my rights as listed in the first affidavit received from Affiant, Elmer Hinds, which lead to my unlawful detainment and robbery; and to send written correspondence of your intentions within Ten (10) days to the notary address above. If you do this, then NO further actions will need to be taken and this matter will be considered closed.

21. Mr. Ramos, this is a very serious matter and I am acting in honor to inform you that this trespass against my rights has caused me harm and injury which is continuing, due to various deputies, employees of your establishment who were given an opportunity to prove a claim against Elmer Hinds in the timeframe outlined in the Affidavit of Proof of Claim, but failed to do so.

22. Mr. Ramos, if you do not contact the notary within Ten (10) days and notify him of the actions you will be taking on behalf of the false documents recorded into public, then you will leave me no choice but to enforce this Contract under Uniform Commercial Code Law 3-305 and exercise all legal remedies against you. John K. Greenwood, you should take this very seriously. I am attempting to settle this issue privately with my Affidavits.

23. Mr. Ramos, if you fail to comply with the opportunity to cure, then I will be expecting payment in full in the amount of Two Hundred Fifty One Thousand, three hundred and forty four Dollars (\$251,344.00) within Thirty (30) days.

24. Mr. Ramos, your failure to dispute or respond, rebut, admit or deny constitutes acceptance and legal and binding agreement with and admission to the fact that everything in this Affidavit is true, correct, legal, lawful and binding upon you, to the terms of this Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and that you, Jess Ramos, will be accepting full commercial liability for your actions.

25. Mr. Ramos, based on the above stated facts, I accept your Oath and you should be well aware that: "An unconstitutional act is not law; it confers no rights; it imposes no duties; it affords no protection; it creates no office; it is in legal contemplation, as inoperative as though it had never been passed." See *Norton v. Shelby County*, 118 US 425,442 (1886).

26. Mr. Ramos, if you disagree with anything in this affidavit, you **MUST**, within Ten (10) days from the date of this affidavit, dispute by your own Affidavit point-by-point, in particularity to that in which you disagree, signed under penalty of perjury, and send it to my Notary. Anything less would be a non-response, and your silence would be agreement by acquiescence/dishonor, see *Connally v. General Construction Co.*, 269 U.S. 385, 391.

27. Mr. Ramos, so there is no misunderstanding, Affiant is seeking from you damages for your fraudulent conduct and failure to respond, and not your agency. Therefore, you should not let anybody dictate how you handle this matter, because this is very serious and could jeopardize your position in the state of Texas. **YOU HAVE BEEN GIVEN NOTICE, THE CHOICE IS YOURS, CHOOSE WISELY.**

28. Mr. Ramos, you are again advised to forward all responses to the Notary Public address above for 3<sup>rd</sup> party verification and tracking. Responses not sent to the Notary address listed as outlined within this Affidavit will constitute non response, will be **Null and Void**, and will be

deemed a dishonor incurring an additional charge of \$10,000.00, so act in Honor and respond accordingly.

29. This is a private communication and is intended to affect an out-of-court settlement of this matter. Conduct yourself accordingly. Should any provision of this agreement be found to not be enforceable by order of a court of competent jurisdiction, it shall not adversely affect any other provision of this agreement and reasonable opportunity and effort shall be taken to modify it to become enforceable.

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT NOTICE TO THE  
AGENT IS NOTICE TO PRINCIPAL


Applicable to all successors and assigns

Silence is Acquiescence/Agreement/Dishonor

I declare under penalties of perjury, under the laws of the State of Texas that each of the above statements are true, correct, and complete to best of my knowledge, and as to those statements made under information and belief, I believe them to be true.

This Affidavit is dated: the 27 day of the Seventh Month in the Year of Our Lord Two Thousand Sixteen. Further Affiant Sayeth not.

Autograph



Elmer Hinds,  
Without Recourse UCC 1-308

July 27 2016  
Date

**EXHIBIT 9**

**Third Affidavit to Ramos  
Notice of Default, Judgment in Nihil Dicit  
and Final Opportunity to Cure  
(8 pages)**



**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]

On this 17 Day of September, 2016, I witnessed one copy being inserted into an envelope of the following:

Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure (7 Pages)

A total of Seven (7) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail Tracking No. 7016 0600 0000 7574 7682, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Texas

Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550

I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 17 day of September, 2016 at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

Patrick O'Donnell Jr.  
Signature, Notary Public for said State of Texas

9-17-16  
Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-2019



## Elmer Hinds

244 County Road 250  
Burnet, Texas 78611

To: Sheriff Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550  
(512) 556-8255

### **NOTICE TO PRINCIPAL IS NOTICE TO AGENT NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

Date: September 17, 2016

To: Sheriff Jess Ramos

Re.: RECEIPT No. 025355, warrantless invasion of private property and robbery of me by armed, uniformed, unidentified persons

### **Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure**

Affiant Elmer Hinds, Affiant, is a Creature of the Most High God, a natural born living breathing soul, living in harmony with the natural laws of the creator of the boundless universe, and over the age of twenty-one, reserving all rights, and not waiving any rights or remedies statutory or procedural. This affidavit and statement of facts is based on Affiant's own firsthand knowledge and belief, mark Affiant's word. This Affidavit Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure is presented as evidence of dishonor pursuant to legal authority.

#### **The Commercial Affidavit Process is Commercial Law**

The Commercial Affidavit Process (CAP) is a pre-common law process also referred to as a "commercial law process." All that is being done is the establishment of claims and obligations. The purpose of the CAP is to make claims and determine if the accused agrees or not. If the Accused does not contest the claims there is no dispute to be adjudicated thus the appropriate damages are consensually agreed-upon. Thus it is pre-judicial.

Commercial Law – These laws are so sound and so universally accepted that they cannot with impunity be overturned, overwritten or tampered with in any way: they are founded on eternal truths, needing no proof from anyone to justify their validity (i.e., self-evident); they are immutable; they provide equal justice to all parties of interest and thus are completely fair. It needs to be thoroughly understood that because it is driven by SWORN TRUTH, the Commercial Affidavit Process is outside the jurisdiction of any equity court. It is a private contract matter. Should an attempt be made to involve an equity court it would result in a trespass against the Affiant's rights: those interfering individuals, who were unlawfully involved, would themselves become one of the accused. An equity court has no jurisdiction whatsoever, for the CAP is strictly a non-judicial or pre-judicial process between individuals and is private.

NO judge, court, law, or government can invalidate these commercial processes, i.e., an affidavit or complaint or a lien based thereon because no third party can invalidate someone's

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affidavit of truth. A judge CANNOT interfere with, tamper with, or in any way modify testimony without disintegrating the truth-seeking process of his profession, destroying the very fabric of his own occupation and abrogating the First Amendment which was established to protect truth. For a judge to interfere with testimony is to commit professional suicide and to invite countless civil and criminal repercussions. The Commercial Affidavit Process is by its very nature private, and strictly between parties of interest, only. It is unequivocally non-judicial.

1. Mr. Ramos, on July 5, 2016 my Affidavit of Truth and Demand for Bill of Particulars was mailed Certified no.: 7015 0640 0005 1054 6701 and received on July 12, 2016 at 10:10 am at the above stated address.
2. Mr. Ramos, on July 27, 2016 my second Affidavit Notice of Fault and Demand for Payment was mailed Certified no.: 7016 0600 0000 7574 7811 and received on July 28, 2016 at 10:00 a.m. at the above stated address.
3. Mr. Ramos, my Affidavits only asked you to prove the claim as to how I could have guns pointed at me, how I could be detained, questioned and robbed of my property and rights – all without a warrant, without jurisdiction, without probable cause, without a Miranda warning, and without due process of law.
4. Mr. Ramos, the only way to respond to an affidavit is with a counter affidavit rebutting point for point that in which you disagree signed under penalty of perjury and notarized, anything less is a non-response and is null and void.
5. Mr. Ramos, your failure to dispute or respond constitutes acceptance and legal and binding agreement with and admission to the fact that everything in the Affidavits were true, correct, legal, lawful and binding upon you, all the unknown officers, John Greenwood, and Eric Sakach, registered Humane USA Political Action Committee agent, 5301 Madison Ave., Ste. 2020, Sacramento, California 95841, to the terms of the Affidavit and Contract, in any court, anywhere in America, without your protest or objection or that of those who represent you, and you accepted full commercial liability.
6. Mr. Ramos, you had an opportunity to provide documented evidence that on July 5, 2016, I did not send by Certified Mail no.: 7016 0600 0000 7574 6701 an Affidavit and Demand for Bill of Particulars demanding that you prove all claims, charges, jurisdiction and authority, demanded that you return the property (eight roosters, ten pairs of collectible gaffs, and two heirloom boxes) that was stolen from me, demanded that you would be subject to \$10,000.00 penalty for failing to produce the requested documentation, Oaths of office, bonds, etc.; that you would be subject to other penalties, and you would be subject to punitive damages of ten million dollars – \$10,000,000.00, and you failed to do so.
7. Mr. Ramos, you had an opportunity to provide documented evidence that on July 27, 2016, I did not send by Certified Mail no.: 7015 0640 0005 1054 7811 a second Affidavit of Fault and Demand for Payment informing you that I noticed you of fraud and demanded remedy, you were at fault for failing to respond, and you failed to do so.
8. Mr. Ramos, by your silence you agreed that you were notified of my request for documentation validating you and your agents' authority and jurisdiction to perform warrantless trespass, search and seizure of me and my property.
9. Mr. Ramos, by your silence you agreed that you were then notified that you and your agents committed fraud and failed to provide me remedy, and my second affidavit offered you an opportunity to cure.

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10. Mr. Ramos, you had an opportunity to provide documented evidence and valid law that the warrantless search of me and my billfold and subsequent seizure of my property was void because it was obtained by extreme duress, threat, fear, intimidation, extortion, menace, fraud, and I was not in default for failing to respond within 72 hours, and you failed to do so.
11. Mr. Ramos, by your silence you agreed that the action against me was fraudulent, criminal and void.
12. Mr. Ramos, you had an opportunity to provide documented evidence and valid law that your failure to respond to my affidavit with written Notification that the entire action has been quashed, expunged, and my property/cash was returned to me, and you failed to do so.
13. Mr. Ramos, by your silence you agreed that the entire action has been quashed and expunged as fraudulent and void.
14. Mr. Ramos, trespass, warrantless detention, search and seizure of my property including my rights has caused me irreparable harm. My faith in law enforcement has been shattered.
15. Mr. Ramos, your failure to rebut on a point by point basis equates to stipulation of the facts and admittance of all the conduct complained of in the affidavits.
16. Mr. Ramos, because truth is sovereign in commerce and everyone is responsible for propagating the truth in all speaking, writing and acting, all commercial processes function via affidavit certified and sworn on each affiant's commercial liability as "true, correct, and complete," attesting under oath re the validity, relevance, and veracity of all matters stated, and likewise demanded.
17. Mr. Ramos, your acceptance and approval of the terms of the Affidavit/Contract constitutes your agreement to the stipulated aggregate amount of damages for your actions.
18. Mr. Ramos, having received the Affidavit of Truth, Demand for Bill of Particulars and Affidavit Notice of Fault and Demand for Payment and having failed to respond or tender payment in full with time now expired to do so, Mr. Ramos you are now in default.
19. Mr. Ramos, as an operation of law, you by acquiescence of the Affidavit of Truth and Affidavit Notice of Fault and Demand for Payment and failure to tender payment in full have created a default – your own default.

### DEFAULT

The only one who can rebut a Commercial Affidavit is the Accused who alone, by his own affidavit, must speak for himself and only for himself. If the Accused uses someone else to speak for him, the third party must speak for and in behalf of the Accused as if he were the Accused; and the Accused still stands completely liable as if he himself were speaking. If however, the third party is identified as separated from the Accused, he also becomes a co-party with the Accused as an accomplice, thus a co-conspirator has no immunity whatsoever.

Every charge or claim contained in the Affiant's Affidavit must be rebutted point-for-point by the Accused. The Accused's rebuttal must be done in the form of an Affidavit of Truth. That means it must be SWORN TESTIMONY. The Accused/Affiant must swear to the truth, the correctness and the certainty of his or her rebuttals within that affidavit, thereby assuming complete liability for the statements contained in it and must be prepared to prove his or her statements, preferably with documentation that is unimpeachable.

Failure to follow the correct process of rebutting the charges or ANY ATTEMPT TO PRESENT REBUTTAL EVIDENCE THAT IS NOT SWORN AS BOTH TRUE and "THE

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WHOLE TRUTH" INVALIDATES such response as if no evidence or rebuttal were given at all. SUCH FAILURE IS FATAL TO THE DEFENSE!

Mr. Ramos, your failure to respond to the Affidavit of Truth and Demand for Bill of Particulars and the Affidavit Notice of Fault and Demand for Payment or tender payment places you in **default**. For the course of dealing, set forth herein, with your failure, refusal, or neglect to respond with a verified response to the Affidavit of Truth and Affidavit Notice of Fault and Demand for Payment or tender payment constitutes failure to perform in good faith and your acquiescence and tacit agreement with all terms, conditions and stipulations set forth within this Affidavit Notice of Default, Judgment in Nihil Dicit.

### DEMAND FOR PAYMENT

Affiant reserves the right to amend and correct and adjust the Accounting and Demand to reflect injuries due to continued actions.

Mr. Ramos, by your silence you agreed to the stipulated aggregate amount of damages for your actions of sitting idly by and failing to act upon fraud and crime reported to you by me (making you an *accessory*, Title 18 U.S.C. § 4), depriving me of my intangible rights to honest services from a government employee (fraud and swindle Title 18 U.S.C. §§ 1341–1346), operating a state facility directly or indirectly receiving federal funds as a racketeering enterprise (Title 18 U.S.C. §§ 666, 1951-1964), permitting breach of the law and constitution in your facility under your supervision, and deprivation of my unalienable rights including my rights to privacy, due process, just compensation, and pursuit of happiness under color of law (Title 18 U.S.C. §§ 241, 242).

Mr. Ramos, you were given notice in my second affidavit sent to you on July 27, 2016 Certified no.: 7016 0600 0000 7574 7811 and received on July 28, 2016 at 10:00 a.m., at paragraph 9 on page 4 and paragraph 19 on page 5 that you had 30 days to prove your claims that the actions of your agents/employees were valid in detaining, questioning and taking my property/money/rights without a warrant, and you failed to respond. I also gave you an opportunity to make me whole for the unlawful actions of your office, agents and employees, and to settle this outside of court:

9. Let it be known to all that I, Elmer Hinds, a living man, reserve my right not to be compelled to perform under any contract, commercial agreement or *bankruptcy* that I did not enter knowingly and with full disclosure, voluntarily, and intentionally. I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement. I am not ever subject to silent contracts, and have never knowingly or willingly contracted away my sovereignty. Violation fee for deprivation of my liberty is \$250,000.00 per incident or per 15 minutes or any part thereof.

19. Mr. Ramos, you have thirty (30) days from the receipt of this Affidavit to send by certified mail a cashier's check for the following amount: Two Hundred Ninety Five Thousand, five hundred Dollars (\$295,500.00) made out to Elmer Hinds c/o Notary Public 3<sup>rd</sup> party witness listed above. The amount will increase One Hundred Dollars (\$100.00) a Day for each and every day for any future injury or until paid in full. Failure to comply would be Dishonor and Default. Actions that may be taken to cure the Default include but are not limited to: filing a complaint with several Federal and State agencies for fraud, civil rights violations and identity theft due to the crimes against me.

**TAKE NOTICE:** Your failure to prove your claim and respond with an Affidavit signed under penalty of perjury or satisfy the above terms and conditions constitutes your voluntary agreement to compensate



CERTIFIED NO.: 7016 0600 0000 7574 7682

Elmer Hinds by certified mail, with a cashier's check within thirty (30) days of the date of billing by Affiant, in the following amounts:

ITEM	QUANTITY	COST
Agents' actions (3 agents @ \$5,000.00 per agent)		\$ 15,000.00
Failure to provide bonds/malpractice insurance carrier		\$ 10,000.00
Documents filed/mailed (3 documents @ \$5,000.00 ea.)		\$ 15,000.00
Value of property taken (8 roosters @ \$5,000.00 per rooster or \$40,000.00, two heirloom boxes, 5 stall per box at \$50.00 per stall or \$500.00, 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 total = total damages of \$45,500.00 X 3 (treble damages)		\$136,500.00
Deprivation of my liberty		\$250,000.00
Penalty for failing to settle @ \$100.00 per day from August 28, 2016 to September 15, 2016 (18 days)		\$ 1,800.00
Irreparable harm (amount to increase for each future injury or until paid in full)		
<b>TOTAL:</b>		<b>\$428,300.00</b>

Mr. Ramos, you have thirty (30) days from the receipt of this Affidavit to send by certified mail a cashier's check for the following amount: Four hundred and twenty-eight thousand, and three hundred Dollars **\$428,300.00**) made out to Elmer Hinds c/o Notary Public 3<sup>rd</sup> party witness listed below and the amount will increase at the rate of \$100.00 per day and for every future injury or until paid in full. It is mandatory that if, John Greenwood elects to respond to the foregoing, any such response must be done by delivering payment as stated in Affiant's Affidavits to the Notary address listed.

Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]  
Non-Domestic, Without the UNITED STATES

Jess Ramos is granted Thirty (30) days to make full payment of the Sum Certain in certified funds as stated above and as evidenced in Affiant's Affidavits. Failure to comply would be Dishonor.

Jess Ramos, **YOU ARE HEREBY NOTICED THAT** failure to respond as herein required to the Affiant, within the herein prescribed time of thirty (30) days will be deemed by the Affiant to invoke the doctrine of acquiescence and admission, to recover, in commerce, the lost or damaged properties plus damages, penalties and costs.

This is a notification of Default Judgment in Nihil Dicit and no other notification will be sent to you. Collection of this lawful claim against you and your bonds, insurance policies, 401-K, 801-K, any type of retirement accounts, properties, or any other source of revenue to cure the default will begin in thirty (30) days if this claim is not paid in full.

Mr. Ramos, Affiant has exhausted his administrative remedy. It is clear that you refused to respond/rebut Affiant's Affidavits, prove your claim and you leave me NO other options but to take legal action and file a complaint with the Department of Justice, United States Attorney General, Judicial Council, the District Court, my local Senator's Office and other governmental agencies for Remedy and Restitution afforded to me, as I reserve all my rights afforded to me under UCC 1-308 (formerly known as 1-207).



CERTIFIED NO.: 7016 0600 0000 7574 7682

Mr. Ramos, you can explain to the above listed governmental agencies as to why you failed to respond/rebut Affiant's Affidavits, prove your claim, sat idly by, and failed to act upon fraud.

### **FINAL OPPORTUNITY TO CURE**

Mr. Ramos, in the event that your failure to take the remedy offered in my original Affidavit and Demand for Bill of Particulars, then my second Notice of Fault and Demand for Payment was an oversight, mistake or otherwise unintentional, Affiant, Elmer Hinds grants you ten (10) days to cure the default and effect the remedy as stipulated below:

1. Mr. Ramos, if you contact the Notary Public 3<sup>rd</sup> party witness within ten 10 days in writing stating that you will be expunging any action against Elmer Hinds, returning his 8 roosters @ \$5,000.00 per rooster or \$40,000.00, two heirloom boxes – 5 stalls per box at \$50.00 per stall or \$500.00, 10 pairs of gaffs @\$500.00 per pair or \$5,000.00 = total damages of \$45,500.00 X 3 (treble damages) or \$136,500.00; plus at least 3 agents' actions of detaining, questioning, robbing me and pointing guns at me without a warrant @\$5,000.00 each times 3 totaling \$15,000.00; plus \$10,000.00 for failing to provide bonds/malpractice insurance carrier; plus documents filed/mailed (3 documents @ \$5,000.00 ea.) totaling \$15,000.00, deprivation of my liberty as stated in my second Affidavit \$250,000.00, plus \$100.00 per day for non-settlement from August 28, 2016 to September 15, 2016 (18 days) for a total of \$1,800.00, equals a grand total of Four hundred and twenty-eight thousand, and three hundred Dollars **\$428,300.00**), then NO further actions will need to be taken, no fees will need to be collected for damages and this matter will be considered closed.

This is the final opportunity to cure your non-response to Elmer Hinds' Affidavits. This is my good faith offering to settle all issues in controversy. Mr. Ramos, if you do not respond to the affidavit point by point or address the offer for the opportunity to cure, then further action whether administrative or judicial will be taken for the injuries caused by your actions, and all damages will be incurred retroactively. Elmer Hinds is trying to address this controversy reasonably. Failure to cure will constitute, as an operation of law, the FINAL admission of the obligation by Jess Ramos through *tacit procuration* to the Commercial Affidavit and the whole matter shall be deemed settled RES JUDICATA and STARE DECISIS. Jess Ramos may not argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative or judicial.

### **YOU HAVE BEEN GIVEN NOTICE. THE CHOICE IS YOURS. CHOOSE WISELY.**

This is a private communication and is intended to effect an out-of-court settlement of this matter. Conduct yourself accordingly. Should any provision on this agreement be found to not be enforceable by order of a court of competent jurisdiction, it shall not adversely affect any other provision of this agreement and reasonable opportunity and effort shall be taken to modify it to become enforceable.

Please forward all responses to the Notary Public address above for 3<sup>rd</sup> party verification and tracking. Responses not sent to the Notary address listed, as outlined within this Affidavit will constitute non response, and will be **Null and Void**, so act in Honor and respond accordingly.

“Equality under the Law is PARAMOUNT and MANDATORY by Law”

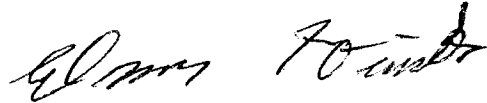
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT, NOTICE TO THE AGENT  
IS NOTICE TO PRINCIPAL

Applicable to all successors and assigns  
Silence is Acquiescence/Agreement/Dishonor

I declare under penalties of perjury, under the laws of the State of Texas that the above is true,  
correct, and complete to the best of my knowledge.

This Affidavit is dated: the 17 day of the Ninth Month in the Year of Our Lord Two Thousand  
Sixteen. Further I Sayeth not.

Autograph



Elmer Hinds, Affiant  
All Rights Reserved UCC 1-308

**EXHIBIT 10**

**Fourth Affidavit to Ramos  
Affidavit of Non-Response  
(3 pages)**

CERTIFIED NO.: 7016 0600 0000 7574 7736

**AFFIDAVIT OF MAILING**

State of Texas  
County of Burnet

I am over 18 years of age and not a party to the within action; my business address is:

c/o: Pat O'Donnell - Notary Public  
203 S. Water St.  
Burnet, Texas [78611]


On this 4<sup>th</sup> Day of November, 2016, I witnessed one copy being inserted into an envelope of the following:

Affidavit of Non-Response (2 Pages)

A total of Two (2) pages mailed herewith, including all attachments (not including this affidavit of mailing) by United States Postal Service Certified Mail No. 7016 0600 0000 7574 7736, in a sealed envelope with postage prepaid properly addressed to Recipient at the said address below and depositing the same at an official depository under the exclusive care and custody of the U.S. Postal Service within the State of Texas.

Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550

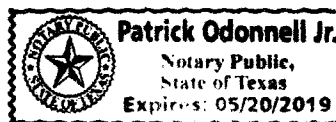
I declare under penalty of perjury, under the laws of the State of Texas that the above is true, correct, and complete, and that this Affidavit of Mailing was executed on 4<sup>th</sup> of November \_\_\_\_ at Burnet, Texas. I am not an attorney, nor do I give legal advice. I am a third party witness and record keeper of the facts only.

  
\_\_\_\_\_  
Signature, Notary Public for said State of Texas

11-4-16  
\_\_\_\_\_  
Date

My Commission Number: 5120-19

My Commission Expires: \_\_\_\_\_



CERTIFIED NO.: 7016 0600 0000 7574 7736

## AFFIDAVIT OF NON-RESPONSE

To: Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550

From: Elmer Hinds  
244 County Road 250  
Burnet, Texas 78611

RE: Affidavit of Non-Response

Affiant is a Creature of the Most High God, a natural born living breathing soul, living in harmony with the natural laws of the creator of the boundless universe, and over the age of twenty-one, reserving all rights, and not waiving any rights or remedies statutory or procedural.

This affidavit and statement of facts is based on Affiant's own firsthand knowledge and belief, mark Affiant's word. This Affidavit of Non-Response is presented as evidence of dishonor pursuant to legal authority.

On this 4 day of November, 2016 A.D. for the purpose of verification, I, the undersigned Affiant, do affirm that I have received no response from the Affidavit of Truth and Demand for Bill of Particulars, Second Affidavit: Affidavit of Fault and Demand For Payment, and Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure that were sent by certified mail to the following recipient:

Jess Ramos  
P.O. Box 465  
Lampasas, Texas 76550

On July 5, 2016 I mailed an Affidavit of Truth and Demand for Bill of Particulars. This notice was sent by Certified Mail Tracking No. 7015 0640 0005 1054 6701 and delivered on July 12, 2016 at 10:10 a.m. at the above stated address. You did not respond as of the date of this mailing.

On July 27, 2016 I mailed a Second Affidavit: Affidavit of Fault and Demand For Payment. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7811 and delivered on July 28, 2016 at 10:00 a.m. at the above stated address. You did not respond as of the date of this mailing.

On September 17, 2016 I mailed an Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure. This notice was sent by Certified Mail Tracking No. 7016 0600 0000 7574 7682 delivered September 20, 2016 at 10:10 a.m. at the above stated address. You did not respond as of the date of this mailing. Please forward all responses to the Notary Public address above for 3<sup>rd</sup> party verification and tracking. Responses not sent to the Notary address listed, as outlined

CERTIFIED NO.: 7016 0600 0000 7574 7736

within this Affidavit will constitute non response, and will be **Null and Void**, so act in Honor and respond accordingly.

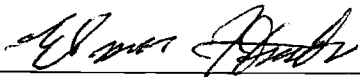
"Equality under the Law is PARAMOUNT and MANDATORY by Law"

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT NOTICE TO THE AGENT  
IS NOTICE TO PRINCIPAL  
Applicable to all successors and assigns

Silence is Acquiescence/Agreement/Dishonor

Affiant, Elmer Hinds, a living, breathing, flesh-and-blood man, does affirm on Affiant's own unlimited commercial liability, that Affiant has scribed and read the foregoing facts contained in this Affidavit, and that, in accordance with the best of Affiant's firsthand knowledge and conviction, such are true, correct, complete, and not misleading, the truth, the whole truth, and nothing but the truth.

This Affidavit is dated: the 4 day of the Eleventh Month in the Year of Our Lord Two Thousand Sixteen Further Affiant Sayeth not.

Autograph   
Elmer Hinds  
ucc 1-308



**EXHIBIT 11**

**Fifth Affidavit to Ramos  
Notary Affidavit of Non-Response  
(1 page)**

CERTIFIED NO.: 7016 0600 0000 7574 7330

**NOTARY AFFIDAVIT OF NON-RESPONSE**

Pat O'Donnell - Notary Public  
 203 S. Water St.  
 Burnet, Texas [78611]

On this 17<sup>th</sup> day of December, A.D. 2016 for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County of Burnet, State of Texas noted above, do certify that for Claimant Elmer Hinds, Secured Party Creditor, Executive Trustee for the Trust known as ELMER HINDS, I have received no responses from the Affidavit of Truth and Demand for Bill of Particulars sent by Certified Mail #7015 0640 0005 1054 6695; the Second Affidavit: Affidavit of Fault and Demand For Payment sent by Certified Mail #7016 0600 0000 7574 7798; Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure sent by Certified Mail #7016 0600 0000 7574 7705; and Affidavit of Non-Response sent by Certified Mail #7016 0600 0000 7574 to the following recipient:

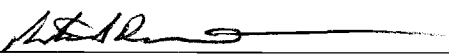
Jess Ramos  
 P.O. Box 465  
 Lampasas, Texas 76550

On July 5, 2016 I witnessed the mailing of Affidavit of Truth and Demand for Bill of Particulars, Certified Mail Tracking No. 7015 0640 0005 1054 6701, delivered on July 12, 2016 at 10:10 a.m. at the above stated address. Jess Ramos, you did not respond as of the date of this mailing.

On July 27, 2016 I witnessed the mailing of Second Affidavit: Affidavit of Fault and Demand For Payment, Certified Mail Tracking No. 7016 0600 0000 7574 7811, delivered on July 28, 2016 at 10:00 a.m. at the above stated address. Jess Ramos, you did not respond as of the date of this mailing.

On September 17, 2016 I witnessed the mailing of Affidavit: Notice of Default, Judgment in Nihil Dicit and Final Opportunity to Cure, Certified Mail Tracking No. 7016 0600 0000 7574 7682, delivered Monday, September 20, 2016 at 10:10 a.m. at the above stated address. Jess Ramos, you did not respond as of the date of this mailing.

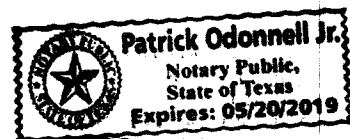
On November 4, 2016 I witnessed the mailing of Affidavit of Non-Response, Certified Mail Tracking No. 7016 0600 0000 7574 7736, delivered on Monday, November 7, 2016 @ 10:09 a.m. at the above stated address. Jess Ramos, you did not respond as of the date of this mailing.

  
 Signature, Notary Public for said State of Texas

12-17-16  
 Date

My Commission Number: \_\_\_\_\_

My Commission Expires: 5-20-19



**EXHIBIT 12**

**Copy of citation sent through  
the U.S. Mail  
(2 pages)**

**LAMPASAS CO. SHERIFF'S OFFICE**  
**410 E. 4TH LAMPASAS, TX 76850**

**NR 031033**

**VIOLATOR** LAST NAME FIRST MIDDLE  
 HED HED

**RESIDENCE ADDRESS** CITY STATE ZIP CODE TELEPHONE  
 00 S. 4th St. Lampasas, TX 76850

**DRIVER LICENSE NO.** COL STATE DATE OF BIRTH SEX RACE HEIGHT  
 0-90177 12 1 1 1 1 1

☐ COMM. VEH. ☐ OWNER/LESSEE ☐ HRC NO. ☐ OTHER LOCATOR INFORMATION ☐ BUSINESS TELEPHONE

☐ COMM. VEH. ☐ INTER. ST. ☐ GVWR ☐ PASSENGER ☐ NAZ. MAT. PLAC. ☐ SSF OR ADDITIONAL INFORMATION  
 COL. INTRAST. 2500

**VEHICLE LICENSE NO.** STATE COLOR YEAR MODEL MAKE TYPE  
 1 1 1 1 1 1 1

**COUNTY** LAMPASAS **DATE** 1/1/18 **TIME** 1:10 **WEATHER** 1 **TRAFFIC** 1 **ACCIDENT** 1

**LOCATION** 1 **CONSTRUCTION ZONE** ☐ YES ☐ NO **WORKERS PRESENT** ☐ YES ☐ NO **ALLEGED SPEED** 1

**VIOLATION(S)** 1 **SPEED LIMIT** 1

**REASON** ☐ WARNING ☐ RE. KNOWN ☐ YES ☐ VEHICLE ☐ YES ☐ TYPE OF ☐ CONSENT ☐ NO TO ARREST ☐ CONTRABAND ☐ YES ☐ TYPE OF ☐ DRUGS ☐ CURRENCY ☐  
 FOR STOP ☐ CITATION ☐ PRIOR TO STOP ☐ NO ☐ SEARCH ☐ NO ☐ SEARCH ☐ NO ☐ INVENTORY ☐ FOUND ☐ NO ☐ CONTRABAND ☐ WEAPONS ☐ OTHER ☐

**OTHER CONDITIONS** 1

**WARNING(S) NO PENALTY ASSESSED FOR THE FOLLOWING OFFENSE(S)** 1

**SIGNATURE** **YOU ARE HEREBY NOTIFIED TO APPEAR BEFORE** **JUDGE** **CLERK** **TELEPHONE**  
 1 1 1 1

**AT** 1 **ON OR BEFORE** 1 **BY** 1 **ID. NO.** 1

**ISSUED BY** 1

**THIS IS NOT A PLEA OF GUILTY.**

**I hereby promise to appear at the time and place designated in this notice.**



**JUDGE ANDREW GARCIA, JR.**  
 JUSTICE OF THE PEACE #1  
 P.O. BOX 412  
 LAMPASAS, TX 76550  
 Tel 512 564-1845  
 Fax 512 564-1696  
 Bureau Code #2519576

**JUDGE CAMRON D. BRISTER**  
 JUSTICE OF THE PEACE #2 & #3  
 P.O. BOX 96  
 LOMETA, TX 76853  
 Tel 512 752-3497  
 Fax 512 752-8397  
 Bureau Code #8997893

**JUDGE GREG CHAPMAN**  
 JUSTICE OF THE PEACE #4  
 P.O. BOX 66  
 KEMPNER, TX 76539  
 Tel 512 932-2182  
 Fax 512 932-3884  
 Bureau Code #8871463

**THIS LETTER IS FURNISHED AS A COURTESY TO YOU BY THE JUSTICE COURTS OF LAMPASAS COUNTY, TEXAS TO ASSIST IN MAKING DISPOSITION OF THE CHARGE(S) AGAINST YOU.**

**IF YOU WISH TO ENTER A PLEA OF GUILTY OR NOLO CONTENDRE**, please indicate in the proper space provided, a plea of NOLO CONTENDRE means that you do not wish to contest the state's charge(s) against you. The plea of NOLO CONTENDRE has the same force and effect as a plea of GUILTY. Either plea indicates that you agree to waive appearance before the Court for trial. You must refer to the schedule shown on the reverse side of this letter to determine the total amount of your fine(s) and costs assessed against you. Make your remittance by **CASHIER'S CHECK** or **MONEY ORDER** payable to **LAMPASAS COUNTY** or submit your **CREDIT CARD** payment by phone at **866.549.1010** or online at **www.certifiedpayments.net** with the Bureau Code# shown above.

**IF MAILING RETURN YOUR COPY OF THE CITATION and this LETTER with your remittance.**

**IF YOU WISH TO ENTER A PLEA OF NOT GUILTY** and desire a trial, you must so indicate in the proper space provided below and mail to the Judge whose name is marked at the top of this letter no later than the appearance date shown on the citation. You shall be notified by return mail of the court date set. You have the right to either a JURY OR NON JURY trial. Please indicate your choice. **JURY or NON JURY**.

**A PARENT** may have to accompany a **MINOR** to **COURT** before a **PLEA** can be accepted from the **MINOR** with certain **TRAFFIC, ALCOHOL, SCHOOL** or **TOBACCO** offenses. A **PARENT** will be notified by the **COURT**.

**IF YOU FAIL TO RESPOND TO THIS CITATION BY THE APPEARANCE DATE SHOWN ON THE CITATION an ADDITIONAL charge WILL be assessed against you for VIOLATE PROMISE TO APPEAR and a WARRANT issued for your ARREST. YOUR PROMPT ATTENTION TO THIS MATTER WILL BE GREATLY APPRECIATED. THANK YOU.**

### REPLY FORM

I hereby enter a plea of **NOT GUILTY** and request a **JURY / NON-JURY TRIAL**.

I hereby enter a plea of **GUILTY** and waive appearance for trial.  
**CASHIER'S CHECK** or **MONEY ORDER** in the amount of the fine(s) is enclosed

I hereby enter a plea of **NOLO CONTENDRE** and waive appearance for trial.  
**CASHIER'S CHECK** or **MONEY ORDER** in the amount of the fine(s) is enclosed.

### DRIVING SAFETY COURSE

**I HEREBY PLEA NOLO CONTENDRE** to the moving traffic citation and request to take a **DRIVING SAFETY COURSE** to dismiss the charge, except in **SPEED OF 25 M.P.H. or above**. I understand I will lose the right to request DSC, if I do not provide this written request to the court by **CERTIFIED RETURN RECEIPT** mail dated **ON or BEFORE THE APPEARANCE DATE** on my citation. I am sending **PROOF OF LIABILITY INSURANCE**, in effect at time of citation, copy of my citation, copy of my Class "C" driver's license and a **MONEY ORDER** payable to **LAMPASAS COUNTY** for **\$112.10** fee with my request as required. I hereby certify that I am not in the process of taking a course not reflected on my driving record and have not completed a course in the past twelve months. I did have a valid **TEXAS DRIVER'S LICENSE** at the time the citation was issued.

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**ADDRESS & ZIPCODE** \_\_\_\_\_

**EXHIBIT 13**

**Copies of SF 24, 25 and 25A  
(6 pages)**



**BID BOND**

(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

OMB Control Number: 9000-0045

Expiration Date: 7/31/2019

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 25 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE☐ CORPORATION ☐ OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR (Construction, Supplies or Services)	

## OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The Principal has submitted the bid identified above.

## THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

## WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

## PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

## INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

## CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	2.		
	NAME(S) & TITLE(S) (Typed)	2.		

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

**INSTRUCTIONS**

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

**PERFORMANCE BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045  
Expiration Date: 7/31/2019

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE	
	<input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)			
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER	

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The Principal has entered into the contract identified above.

## THEREFORE:

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

## WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

**INDIVIDUAL SURETY(IES)**


SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM		RATE PER THOUSAND (\$)	TOTAL (\$)
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## INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.  
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

<b>PAYMENT BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	<b>OMB Control Number: 9000-0045</b> <b>Expiration Date: 7/31/2019</b>												
Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.														
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER <i>(Specify)</i>													
	STATE OF INCORPORATION													
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> <td></td> </tr> </table>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
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**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL						
SIGNATURE(S)	1.	2.	3.	Corporate Seal		
	(Seal)	(Seal)	(Seal)			
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.			
INDIVIDUAL SURETY(IES)						
SIGNATURE(S)	1.	2.		(Seal)		
	(Seal)					
NAME(S) <i>(Typed)</i>	1.	2.				
CORPORATE SURETY(IES)						
SURETY A	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.			

CORPORATE SURETY(IES) (Continued)					
SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.



**PROOF OF SERVICE**

I, \_\_\_\_\_, hereby declare that I am over the age of 18 years  
and not a party to the within entitled cause of action; and that on \_\_\_\_\_ I did serve

**REMOVAL TO FEDERAL COURT**

in the following manner:

\_\_\_\_\_ by personal service, I personally did deliver the above described documents.

\_\_\_\_\_ by first class United States Mail, post paid certified, in a sealed envelope.

\_\_\_\_\_ by phone communications transmission [FAX] a total of \_\_\_\_\_ pages.

Envelope(s) enclosed and mailed said documents in was addressed as follows:

U.S. District Clerk's Office  
501 West Fifth Street, Suite 1100  
Austin, Texas 78701

Jess Ramos  
LAMPASS COUNTY SHERIFF'S OFFICE  
410 E. 4<sup>th</sup> Street  
Lampasas, Texas, 76550

Andrew Garcia, Jr., **Bureau Code #2519576**  
Precinct No. 1  
501 E. Fourth St., Ste. 105  
Lampasas, Texas, 76550

John K. Greenwood  
409 So. Pecan St., Ste. 203  
Lampasas, Texas, 76550  
(512) 556-8282

Further, I declare under penalty of perjury that the foregoing is true and correct and that these documents were executed and mailed as above described within Texas on

Date: \_\_\_\_\_

\_\_\_\_\_  
Declarant